



KENYA CIVIL AVIATION AUTHORITY
P.O BOX 30163-00100
NAIROBI

Email:- procurement@kcaa.or.ke

INVITATION TO TENDER (ITT) NO:
KCAA/019/2025-2026

TENDER FOR

**SUPPLY, DELIVERY, CONFIGURATION, TESTING AND
COMMISSIONING OF LOCAL AREA NETWORK (LAN),
MAINTENANCE SERVICES AND RELATED
HARDWARE.**

DATE OF NOTICE: TUESDAY, 10TH FEBRUARY,2026

CLOSING DATE: THURSDAY, 26TH FEBRUARY,2026 AT 11:00 AM

Note:

1. *All bidders to note that KCAA communicates only in writing to all interested bidders.*
2. *A mandatory pre-bid meeting will be held at KCAA Headquarters, Aviation House on Friday, 20th February 2026 at 10:00 Hours*
3. *All clarification requests from bidders should be sent to email: procurement@kcaa.or.ke on or before Friday, 20th February,2026 by 5pm.*

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INVITATION TO TENDER (ITT)
KENYA CIVIL AVIATION AUTHORITY

CONTRACT NAME AND DESCRIPTION: SUPPLY, DELIVERY, CONFIGURATION, TESTING AND COMMISSIONING OF LOCAL AREA NETWORK (LAN), MAINTENANCE SERVICES AND RELATED HARDWARE:

1. The Kenya Civil Aviation Authority invites sealed tenders for the **Supply, Delivery, Configuration, Testing and Commissioning of Local area network (LAN), maintenance services and related hardware. It comprises of the following 5 LOTS:-**
 - a) LOT 1: Supply, Delivery, Configuration, Testing and Commissioning of Data Centre Network Equipment.
 - b) LOT 2: Upgrade of Local Area Network (LAN) and Structured Cabling for HQS, JKIA, Mua Hills, Poror and Wajir stations..
 - c) LOT 3: Extension of LAN Infrastructure at EASA.
 - d) LOT 4: Supply, Delivery, Configuration, Testing and Commissioning of Firewall Systems and SLA.
 - e) LOT 5: Supply, Delivery, Configuration, Testing and Commissioning of Integrated PABX For HQS And All KCAA Stations
2. Tendering will be conducted under open competitive method (National Tender) using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours **0900 to 1500 hours** at the address given below.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of Kshs.1000 in cash or banker's cheque payable to Kenya Civil Aviation Authority. Tenderers may also view and download the bidding document electronically from KCAA website: www.kcaa.or.ke or Public Procurement Information Portal www.tenders.go.ke at no cost and immediately forward their particulars for records and for the purposes of receiving any further tender clarifications and/or addendums procurement@kcaa.or.ke.
5. Tender documents obtained electronically will be free of charge. Tenderers downloading documents from a designated Website shall advise the Procurement Entity that they have downloaded the tender documents, giving full contact addresses of the tenderer through procurement@kcaa.or.ke.
6. Tender documents may be viewed and downloaded for free from the website www.kcaa.or.ke or www.tenders.go.ke. Tenderers who download the tender document must forward their particulars immediately to procurement@kcaa.or.ke to facilitate any further clarification or addendum. **KCAA will respond to the request for clarifications and send to all the interested bidders who have notified the Authority of their interest in the tender as required.**
7. **The tenders must be accompanied by a tender Security as per EACH LOT as follows;**
LOT 1 = Kshs. 280,000.00 – Two Hundred and Eighty Only
LOT 2 = Kshs. 140,000.00 – One Hundred and Forty Only.
LOT 3 = Kshs. 80,000.00 – Eighty Thousand Only.
LOT 4 = Kshs. 1,400,000.00 – One Million, Four Hundred Only.
LOT 5 = Kshs. 300,000.00 - Three Hundred Thousand Only.
8. **A mandatory pre-bid meeting** will be held at KCAA Headquarters, Aviation House on **Friday, 20th February 2026 at 10:00 Hours.**
9. All clarifications should be sought from KCAA through email address procurement@kcaa.or.ke on or before **Friday, 20th February,2026 at 5.00pm.**
10. Completed tenders must be delivered to the address below on or before **THURSDAY, 26TH FEBRUARY,2026** at **1100 hours East African time**. Electronic Tenders **will not** be permitted.
11. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives and anyone who chooses to attend at the address below.

12. Late tenders will be rejected.
13. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

Kenya Civil Aviation Authority

Procurement Office, Ground floor, Aviation House,
Jomo Kenyatta International Airport:
P.O. Box 30163-00100 Nairobi

Email: procurement@kcaa.or.ke

Tel:- 020827470-5, +254 709725000

P.O Box 30163-00100, Nairobi

B. Address for Submission of Tenders.

Director General

Kenya Civil Aviation Authority

Ground floor, Aviation House, Jomo Kenyatta International Airport:
P.O. Box 30163-00100 Nairobi

C. Address for Opening of Tenders.

Kenya Civil Aviation Authority

Auditorium, Ground floor, Aviation House, Jomo Kenyatta International Airport

Invitation issued by:- William K. Kitum

Designation: - Deputy Director, Supply Chain Management
(For Director General)

Date: - 10th February,2026.

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

- 1.1 This tendering document is for the delivery of Non-Consulting Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS**.

2 Throughout this tendering document:

The terms:

- a) The term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt;
- b) if the contexts or esquires, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

- 2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 3.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect gives such firm any unfair competitive advantage over competing firms.
- 3.4 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or

controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the TDS.

4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.

4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
- b Receives or has received any direct or indirect subsidy from another Tenderer; or
- c has the same legal representative as another Tenderer; or
- d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
- e or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
- f or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
- g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- h has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:
 - i. are directly or in directly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
 - ii. Would be involved in the implementation or supervision of such contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.

4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.

4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9.

4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website www.ppra.go.ke

4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.

4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.

4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.

4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "*SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9*".

4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

5 Qualification of the Tenderer

5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6 Sections of Tendering Document

6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Procuring Entity's Requirements

- v) Section V-Procuring Entity's Requirements

PART 3: Contract

- i) Section VI - General Conditions of Contract (GCC)
- ii) Section VII - Special Conditions of Contract (SCC)
- iii) Section VIII - Contract Forms

6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Site Visit

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering in to a contract for the Services. The costs of visiting the Site shall beat the Tenderer's own expense.

8 Pre-Tender Meeting

8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9 Clarification of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting and the pre- arranged pretender visit of the site of the Service if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the webpage identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the

Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

10 Amendment of Tender Documents

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

11 Cost of Tendering

- 11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12 Language of Tender

- 12.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13 Documents Comprising the Tender

- 13.1 The Tender shall comprise the following:

- a **Form of Tender** prepared in accordance with ITT 14;
- b **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
- c **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
- d **Alternative Tender:** if permissible in accordance with ITT 15;
- e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
- h **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
- i Any other document required in the **TDS**.

The Tenderer shall chronologically serialize pages of all tender documents submitted.

- 13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.
- 13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14 Form of Tender and Activity Schedule

- 14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.
- 14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

15 Alternative Tenders

- 15.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Procuring Entity.
- 15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 15.3 When specified **in the TDS**, Tenderers are reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

16. Tender Prices and Discounts

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.
- 16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.
- 16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17 Currencies of Tender and Payment

- 17.1 The currency of the Tender and the currency of payments shall be Kenya Shillings.

18 Documents Establishing Conformity of Services

- 18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.

18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.

18.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers, qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.

18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

18.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),
- iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

18.9 If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine err or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.

19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

20 Period of Validity of Tenders

20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21 Tender Security

21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a. If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereof to provide by the Tenderer; or
- b. if the successful Tenderer fails to:
- c. sign the Contract in accordance with ITT 46; or
- d. Furnish a performance security in accordance with ITT 47.

21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.

21.10 A tenderer shall not issue a tender security to guarantee itself.

22 Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked "Original. "In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS**, and clearly marked as "Copies. "In the event of discrepancy between them, the original shall prevail.

22.2 Tenderers shall mark as "CONFIDENTIAL" "information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23 Sealing and Marking of Tenders

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT13; and
- in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- if alternative Tenders are permitted in accordance with ITT15, and if relevant:
 - in an envelope or package or container marked "ORIGINAL-ALTERNATIVE TENDER", the alternative Tender; and
 - in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- Bear the name and address of the Procuring Entity.
- Bear the name and address of the Tenderer; and
- Bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

24 Deadline for Submission of Tenders

24.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned un opened to the Tenderer.

26 Withdrawal, Substitution and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

26.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

27 Tender Opening

27.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified **in the TDS**.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

27.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

27.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and

alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initiated by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.
- 27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).
- 27.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
 - a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) The Tender Price, per lot (contract) if applicable, including any discounts; and
 - c) any alternative Tenders;
 - d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
 - e) Number of pages of each tender document submitted

- 27.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

E. Evaluation and Comparison of Tenders

28 Confidentiality

- 28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.
- 28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

29 Clarification of Tenders

- 29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT32.
- 29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30 Deviations, Reservations, and Omissions

- 30.1 During the evaluation of Tenders, the following definitions apply:
 - a) "Deviation" is a departure from the requirements specified in the tendering document;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

31 Determination of Responsiveness

- 31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.
- 31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - a) If accepted, would:
 - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
 - b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.
- 31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31.5 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.
- 31.6 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 31.7 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

32 Arithmetical Errors

- 32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
 - a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail
- 32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

33 Conversion to Single Currency

- 33.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency **as specified in the TDS**.

34 Margin of Preference and Reservations

34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS**.

34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

35 Evaluation of Tenders

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- Substantially responsive to the tendering document; and
- The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:

- Price adjustment due to discounts offered in accordance with ITT 16.4;
- price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
- converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
- any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT

35.5. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36 Comparison of Tenders

36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37 Abnormally Low Tenders and Abnormally High

Tenders Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject

matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

37.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38 Unbalanced and/or Front-Loaded Tenders

38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

- a) Accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) Reject the Tender.

39 Qualification of the Tenderer

39.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

40.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

43 Award Criteria

43.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

42 Notice of Intention to enter in to a Contract

42.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d) the expiry date of the Stand still Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

43 Stand still Period

43.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

43.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

44 Debriefing by the Procuring Entity

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46 Signing of Contract

- 46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

47 Performance Security

- 47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.
- 47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

48 Publication of Procurement Contract

- 48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
 - a) Name and address of the Procuring Entity;
 - b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
 - c) The name of the successful Tenderer, the final total contract price, the contract duration.
 - d) Dates of signature, commencement and completion of contract;
 - e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49 Adjudicator

- 49.1 The Procuring Entity proposes the person named **in the TDS** to be appointed as adjudicator or under the Contract, at an hourly fee specified **in the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this Tender, the Tenderer should so state in the Tender. If, in the Form of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

50 Procurement Related Complaint

- 50.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	<p>The reference number of the Invitation to Tender (ITT) is: KCAA/19/2025-2026 The Procuring Entity is: KENYA CIVIL AVIATION AUTHORITY The name of the ITT is: Supply, Delivery, Configuration, Testing and Commissioning of Local area network (LAN), maintenance services and related hardware.</p> <p>The number and identification of lots (contracts) comprising this ITT is: FIVE LOTS as follows: -</p> <ul style="list-style-type: none"> a) LOT 1: Supply, Delivery, Configuration, Testing and Commissioning of Data Centre Network Equipment. b) LOT 2: Upgrade of Local Area Network (LAN) and Structured Cabling for HQS, JKIA and various stations. c) LOT 3: Extension of LAN Infrastructure at EASA. d) LOT 4: Supply, Delivery, Configuration, Testing and Commissioning of Firewall Systems and SLA. e) LOT 5: Supply, Delivery, Configuration, Testing and Commissioning of Integrated PABX For HQS And All KCAA Stations
ITT 2.1 (a)	<p>Electronic –Procurement System SHALL NOT BE USED The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: NOT APPLICABLE</p>
ITT 2.2	The Intended Completion Date is ONE YEAR AFTER THE DATE OF CONTRACT SIGNING AND THREE YEAR FOR SERVICE LEVEL AGREEMENT (SLA)
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follow: NONE
ITT 3.4	The firms that provided consulting services; N/A
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: NONE
B. Contents of the Tendering Document	
ITT 8.1	The pre-tender conference will NOT be held. NOT APPLICABLE
ITT 8.2	Any questions/clarification requests in writing, shall reach the Procuring Entity not later than FRIDAY, 20TH FEBRUARY,2026 AT 5.00PM
ITT 8.4	Minutes of the pre-tender meeting and the pre-arranged pretender visit of the site of the works will be published at the website : NOT APPLICABLE
ITT 9.1	The Procuring Entity shall publish its response at the website: www.kcaa.or.ke
C. Preparation of Tenders	
ITT 13.1 (j)	The Tenderer shall submit the following additional documents in its Tender: AS LISTED IN THE EVALUATION CRITERIA
ITT 14.1	Alternative Tenders SHALL NOT BE considered.
ITT 14.2	Alternative times for completion shall not be permitted. If permitted , the range of acceptable completion time is: NOT APPLICABLE
ITT 14.3	Alternative technical solutions shall be permitted for the following parts of the Plant and Installation Services: NONE .
ITT 16.7	The prices quoted by the Tenderer SHALL NOT be subject to adjustment during the performance of the Contract.
ITT 20.1	<p>The Tender security shall be as follows for EACH of the FIVE LOTS.</p> <p>LOT 1 =Kshs. 280,000.00 – Two Hundred and Eighty Only</p> <p>LOT 2 = Kshs. 140,000.00 – One Hundred and Forty Only.</p> <p>LOT 3 = Kshs. 80,000.00 – Eighty Thousand Only.</p> <p>LOT 4 = Kshs. 1,400,000.00 – One Million, Four Hundred Only.</p> <p>LOT 5 = Kshs. 300,000.00 - Three Hundred Thousand Only.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	validity period shall be 121 days .
ITT 21.8	The Procuring Entity shall declare the Tenderer ineligible to be awarded a contract by the Procuring Entity for a period of: ONE YEAR .
ITT 22.1	In addition to the original of the Tender, the number of copies is: ONE ORIGINAL AND ONE COPY BOTH IN PAPER FORMAT, SEQUENTIALLY SERIALIZED AND ONE IN A FLASH DISK.
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: POWER OF ATTORNEY SIGNED BY THE DONOR AND DULY WITNESSED BY AN ADVOCATE OR COUNSEL.
D. Submission and Opening of Tenders	
ITT 24.1	For <u>Tender submission purposes</u> only, the Procuring Entity's address is: Attention: Director General Kenya Civil Aviation Authority Ground floor, Aviation House, Jomo Kenyatta International Airport: P.O. Box 30163-00100 NAIROBI The deadline for Tender submission is: Date: THURSDAY, 26TH FEBRUARY,2026. Time: 11:00 am, Tenderers SHALL NOT have the option of submitting their Tenders electronically
ITT 27.1	The Tender opening shall take place at: Ground floor, Aviation House, Jomo Kenyatta International Airport, Nairobi Date: THURSDAY, 26TH FEBRUARY,2026. Time: 11:00 AM
ITT 27.6	The Form of Tender and Price Schedules shall be initiated by at least three (3) representatives of the Procuring Entity conducting Tender opening as follows: <ol style="list-style-type: none"> <i>The name of the Tenderer and whether there is a withdrawal, substitution, or modification;</i> <i>The Tender Price, per lot if applicable, including any discounts;</i> <i>Any alternative Tenders; and</i> <i>The presence or absence of a Tender Security or a Tender-Securing Declaration.</i> <i>Number of pages for each tender</i>
E. Evaluation, and Comparison of Tenders	
ITT 31.7	For comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified as follows: The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 33.1	The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: KENYA SHILLINGS The source of exchange rate shall be: The Central bank or Kenya (mean rate) The date for the exchange rate shall be: The deadline date for Submission of the Tenders. For comparison of Tenders, the Tender Price, corrected pursuant to ITT 31, shall first be broken down into the respective components payable in various currencies by using the selling exchange rates specified by the Tenderer in accordance with ITT 33. In the second step, the Procuring Entity will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Day work where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date stipulated above.
ITT 34.1	A margin of preference SHALL NOT be allowed.
ITT 34.2	The invitation to tender is extended to the following group that qualify for Reservations: NOT APPLICABLE.
ITT 35.2	Additional evaluation factors shall be: AS INDICATED IN THE EVALUATION CRITERIA.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 49	<p>The Adjudicator proposed by the Procuring Entity is: TO BE CONFIRMED The hourly fee for this proposed Adjudicator shall be: AS WILL BE AGREED UPON The biographical data of the proposed Adjudicator is as follows: TO BE CONFIRMED.</p>
ITT 49	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA website info@ppra.go.ke or complaints@ppra.go.ke.</p> <p>For the attention: Director General Title/position: Director General Procuring Entity: Kenya Civil Aviation Authority Email address: procurement@kcaa.or.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Tendering Documents; and <p>the Procuring Entity’s decision to award the contract.</p>

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1) PRELIMINARY OF EVALUATION RESPONSIVENESS

The Procuring Entity will start by examining the tender to ensure it meets all respects of the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below.

EVALUATION CRITERIA

Kenya Civil Aviation Authority will consider the following three categories of criteria to evaluate the tenders.

- a) Preliminary tender requirements
- b) Technical capability assessment
- c) Financial Evaluation.
- d) The Authority may carry out due diligence where applicable

a) PRELIMINARY MANDATORY REQUIREMENTS FOR LOTS 1, 2 & 3:

The submission of the following mandatory items will be required in the determination of the completeness of the bid and responsiveness of bidders. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

No	Mandatory eligibility criteria by the tenderer
1.	Ineligibility - Bidders and their associated firms who have existing ongoing contracts with KCAA which have delayed beyond the original scheduled completion period in the contract without proper justification or who according to KCAA records, have failed in performance of previous contracts or have had their previous contracts terminated for non-performance are not eligible to participate.
2.	The tender is signed by the person holding a valid power of attorney, without material deviation, reservation or omission. Attach a copy of Power of Attorney signed by the donor and duly witnessed by an advocate or counsel.
3.	Tenderer's eligibility – duly filled, signed and stamped confidential business questionnaire
4.	Tenderer is a legally registered entity. Attach copy of registration and CR12 certificate
5.	Duly filled, signed and stamped form of tender and tender is valid for 121 days.
6.	Duly filled, signed and stamped price schedules completed in accordance with ITT 14 and ITT 19
7.	Attach a valid tax compliance certificate issued by Kenya Revenue Authority
8.	Duly filled Certificate of Independent Tender Determination
9.	The bidder shall provide two hard copies sequentially paginated marked Original and copy and MUST provide a softcopy of the bidding document in a readable flash disk
10.	Provide a demand bank/Insurance guarantee for the tender security as follows; (valid for 121 days) LOT 1 =Kshs. 280,000.00 – Two Hundred and Eighty Thousand Only LOT 2 =Kshs. 140,000.00 – One Hundred and Forty Only Thousand Only. LOT 3 =Kshs. 80,000.00 – Eighty Thousand Only. LOT 4 =Kshs. 1,400,000.00 - One Million, Four Hundred Thousand Only. LOT 5 =Kshs. 300,000.00 - Three Hundred Thousand Only
11.	Tenderer is not debarred by PPRA or any other Authority. Submit a duly filled and signed Form SD1
12.	Self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice. Submit a duly filled and signed Form SD2
13.	Project commitment/implementation plan – Bidders MUST attach sample project plan/work program clearly indicating the expected completion date of the project (provide details).
14.	Tenderer has no conflict of interest
15.	Submit a statement in the bidder's letter head that the company is not insolvent, receivership, bankrupt or in the process of being wound up
16.	<ul style="list-style-type: none">a. Warranty - The bidder MUST indicate a detailed maintenance and support plan for the system within the warranty periods.b. Further, provide documentation indicating that the warranty for the hardware covers the East African region.c. The bidder MUST indicate the total expected life of the equipment to be supplied

No	Mandatory eligibility criteria by the tenderer
17.	<p>Bidders experience - The bidder MUST have successfully deployed at least three (3) similar sites as follows;</p> <p>Bidders experience - The bidder MUST have successfully deployed at least three (3) similar sites in the last six (6) years as follows.</p> <p>Tender for Local Area Network (Lan), Maintenance Services and Related Hardware.</p> <ul style="list-style-type: none"> a) LOT 1 (Switches) = Kshs 10 million and above per each contract b) LOT 2 (LAN) = Kshs. 15 million and above per each contract c) LOT 3 (EASA LAN)= Kshs. 6 million and above per each contract d) LOT 4(Firewall) = Kshs. 20 million and above per each contract e) LOT 5(PABX) = Kshs. 10 million and above per each contract <p>For each of the sites, attach the following:</p> <ul style="list-style-type: none"> i. Name of site/client (provide a list) ii. Copies of LSO/contracts iii. Respective completion certificates or corresponding recommendation letters iv. Contact person's name and email address
18.	Brochure - Include detailed brochures and datasheets of the bidder's proposed switches or respective products to be deployed in the project.
19.	Manufacturer's Authorizations – Provide manufacture authorization and Partnership Agreement for;- <ul style="list-style-type: none"> a) The proposed switches b) The hardware components
20.	SLA to be provided – The bidder shall include a proposed SLA to be adopted after system commissioning. The SLA shall be for a period of three (3) years to commence after the expiry of six (6) Months Hand holding period.
21.	The bidders shall submit the latest three years audited financial statements – 2024,2023 & 2022.

NOTE: - Bidders can quote for all or any one of the LOTS they are interested in.

1. MANDATORY TECHNICAL REQUIREMENTS ON LOT 1 (A).

b) Mandatory Technical Documentation Requirements on LOT 1

(i) : DATA CENTRE SWITCHES:

- All Vendors MUST respond in writing against each technical requirement clearly showing technical compliance for each specification against their brochure with references. Marking compliant/non-compliant (✓) or (X) will be considered INVALID and WILL NOT BE EVALUATED.

No.	Item	Requirement	Bidder's Response – Indicate page number on the bidding document
1.	Demonstration of the Bidder's interpretation of the KCAA's requirement for a profound understanding of the Primary Data Centre configuration	The bidder shall provide a colored technical network topology with all network devices captured.	
2.	Demonstration of the Bidder's interpretation of the KCAA's requirement for a profound understanding of the high-level network configuration	The bidder shall provide a coloured high level and low level network design with illustrations of all the infrastructure networking devices and any other necessary devices in the primary data centre.	
3.	Staff Competence in CISCO networks.	<p>The bidder MUST have at least three (3) engineers experienced and trained in CISCO Network Systems. For each of the engineers:</p> <p>The composition of the project team should be as follows:</p> <ul style="list-style-type: none"> a. One (1) Lead engineers with valid CCIE or equivalent. b. Two (2) Network engineers with valid CCNP or equivalent c. Attach documentation for sites implemented by the respective Engineers. <p>Attach certified CVs and Certificates for each.</p> <p><i>The bidder must undertake in writing to ensure that the proposed project team is maintained throughout the implementation phase</i></p>	
4.	Bidders experience similar sites.	<p>The bidder MUST have successfully deployed at least three (3) other sites of similar scope and complexity.</p> <p>For each of the sites, attach the following: -</p> <ul style="list-style-type: none"> a. Name of site/client with website indicated b. Copies of LSO/contracts c. Respective completion certificates or recommendation letters d. Contact person's name and email address 	
5.	Hand Holding period	Six (6) months period to commence upon commissioning / GO-LIVE.	
6.	Manufacturer's Authorizations	The bidder MUST provide manufacturer's authorization for the proposed switches.	

No.	Item	Requirement	Bidder's Response – Indicate page number on the bidding document
7.	Site survey	Bidders must carry out site survey at Primary Data Centre located at KCAA Headquarters , Aviation House JKIA. Bidders to attach a site survey form duly signed by KCAA representative.	
8.	CCNA Certification training	<p>CCNA Boot camp certification training for three (2) ICT technical staff.</p> <p>This training should include the following:</p> <ul style="list-style-type: none"> a) Instructor Led Training (Boot camp) from 0900 to 1700 hours until course completion. Period MUST be at least Seven (7) days(8 Night outs) b) Delegates will be registered to the applicable practitioner's body. c) Training materials shall be provided i.e. stationery, course handouts and training kits and exam kits d) Training to be undertaken out of town in a serene environment. e) Bidder to cover all applicable costs of this training including but not limited to logistics, subsistence allowances, tuition, conferencing, examination etc. 	
9.	Knowledge transfer	<p>The bidder shall facilitate knowledge transfer training for six (6) staff for five (5) working days (6 Nights) . The training will be conducted in a serene environment out of town.</p> <p>The requirements are as follows:</p> <ul style="list-style-type: none"> a. The training shall take a period of five (5) days (6 Nights). b. The bidder shall propose a detailed schedule for the five(5) working days including testing and training. <p>All the applicable costs for this activity shall be borne by the vendor. This shall include subsistence allowance, conference facilities and mileage claim.</p>	
Pass/Fail <i>(All requirements are mandatory)</i>			

LOT 1 (ii) :- PART B: MANDATORY TECHNICAL SPECIFICATIONS FOR THE TWO (2) HIGH AVAILABILITY SWITCHES

All bidders **MUST** respond in writing against **each technical requirement** clearly showing technical compliance for each specification against their **brochure with references**. Marking compliant/non-compliant (✓) or (X) will be considered **INVALID** and **WILL NOT BE EVALUATED. ALL REQUIREMENTS ARE MANDATORY.**

Technical Specifications for the Nexus N9K-C93180YC-FX3 (Quantity – 2)		
Part Number	Description	Bidders' response
PR ACI SERVER LEAFS		
N9K-C93180YC-FX3	Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec, SyncE	
CON-SSSNT-N9KC93X3	SOLN SUPP 8X5XNBD Nexus 9300 48p 1/10/25G, 6p 40/100G, MAC	
NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	
MODE-ACI-LEAF	Mode selection between ACI and NXOS	
ACI-N9KDK9-16.0	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 16.0	
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	
NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	
NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	
NXA-PAC-650W-PE	Nexus NEBs AC 650W PSU - Port Side Exhaust	
CAB-C13-C14-AC	Power cord, C13 to C14 (recessed receptacle), 10A	
GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	
SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	
DCN-AI	Select if this product will be used for AI ML Applications	
C1A1TN9300XF-3Y	DCN Advantage Term N9300 XF, 3Y	
SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	
SW-AI	Select if this product will be used for AI ML Applications	
QSFP-100G-AOC10M	100GBASE QSFP Active Optical Cable, 10m	

**LOT 1 (iii): - PART C: MANDATORY REQUIREMENTS ON THE SERVICE LEVEL
AGREEMENT(SLA) FOR MAINTENANCE OF THE TWO (2) HA SWITCHES FOR A PERIOD OF
THREE (3) YEARS (MANDATORY)**

Bidders **MUST** respond in writing against **each technical requirement** clearly showing technical compliance for each specification against their **brochure with references**. Marking compliant/non-compliant (✓) or (X) will be considered **INVALID** and **WILL NOT BE EVALUATED**.

No.	Item	Requirement	Bidder's Response – Indicate page number on the bidding document
1.	Maintenance and Support Term	The maintenance and support period is three (3) years.	
2.	Devices to be maintained and supported in the Primary Data Centre at KCAA Headquarters.	The two switches and all their sub-components.	
3.	Preventive Maintenance for equipment	<ul style="list-style-type: none"> a. Health checks b. Firmware and software upgrades as applicable c. Equipment/devices cleaning to remove dust and residue accumulation d. Testing of equipment and devices e. Review of logs and alerts for equipment where applicable f. Check for any safety hazards g. Inspection of equipment and removal of zombie devices and loose cabling h. Check any presence of corrosion, dust/residue accumulations, dripping water, unusual equipment noises etc i. Inspect overall cleanliness, temperature levels, ventilation obstructions and access hindrances j. Sign checklists for each device/item k. Failover and failbacks of servers based on a risk-based approach. l. The required preventive maintenance duration is at least one working day 	
4.	Corrective Maintenance	To be undertaken immediately a maintenance component fails. OEM to provide replacement parts. Where downtime is required, this shall be arranged with the KCAA systems administration team for approval prior to the required downtime.	
5.	Outage Severity Levels and Required Response Times	<ul style="list-style-type: none"> a. Severity One/Red: KCAA is unable to do their business as a result of complete or partial system failure. This has a major impact on the KCAA's business operations. <u>Response:</u> The vendor should respond within one (1) hour. A resolution or a workaround should be provided within two (2) hours. b. Severity Two/Orange: The problem has high visibility and impacts on the way KCAA does business. The service is disrupted but not halted. The system 	

No.	Item	Requirement	Bidder's Response – Indicate page number on the bidding document
		<p>performance may be degraded, or functions limited.</p> <p><u>Response:</u> The vendor should respond within three (3) hours. A resolution or a workaround should be provided within twelve (12) hours.</p> <p>c. Severity Three/Green: A single component or several components are affected with or without a work around. The problem may affect KCAA's efficiency but is limited in visibility and does not prevent work from being completed.</p> <p><u>Response:</u> The vendor should respond within twelve (12) hours. A resolution or a workaround should be provided within seventy-two (72) hours.</p>	
6.	Fault Logging Procedure and Reporting	<p>a. The vendor to provide a support service desk email and a telephone number manned 24/7 for logging faults and a fault should be allocated a reference number for ease of tracking.</p> <p>b. Response to faults logs shall be undertaken as per the response times based on severity levels.</p> <p>c. Once a red or orange level fault is resolved, a report should be provided entailing the following: -</p> <ul style="list-style-type: none"> i. The root cause analysis ii. The measures taken to resolve it iii. The measures taken to ensure it does not recur 	
7.	Escalations	<p>The vendor shall provide two escalation levels after a fault is reported and left unattended. Phone numbers and email addresses of the escalation levels shall be required. The levels are as follows: -</p> <p>a. Level 0 – Normal helpdesk reporting after a fault.</p> <p>b. Level 1 – Technical manager or service provision manager after the response times for resolution are not met.</p> <p>c. Level 2 – The CEO after the required response times are not met after escalating to level 2.</p>	
8.	Maintenance and Support Services	<p>a. Ensuring that the primary data centre network is available and stable.</p> <p>b. Consultation for guidance on complex procedures and processes in configuration and integration of the Solution.</p> <p>c. Assistance in configuration of the Solution in case of failure of any part of the System.</p> <p>d. Configuration of the Solution to optimize performance.</p> <p>e. Installation and Configuration of new hardware accessories.</p>	

No.	Item	Requirement	Bidder's Response – Indicate page number on the bidding document
		<p>f. Bugs and Errors resolution.</p> <p>g. Receive, classify, log and track all reported issues and provide case updates until the issues is conclusively resolved.</p> <p>h. Provide urgent security alerts on the version deployed by the client.</p> <p>i. Troubleshooting and provide workarounds assistance where existing system cannot perform some of the tasks.</p> <p>j. Installation and configuration advice to KCAA ICT technical staff.</p> <p>k. Answering questions and providing a reasonable level of guidance to KCAA about the Solution.</p> <p>l. Provide trained Technical Support personnel to handle inquiries and problems.</p> <p>m. Provide documentation updates and major system releases information.</p> <p>n. Provide pro-active maintenance release announcements sent to customer directly.</p>	
9.	Infrastructure Upgrades	<p>Occasionally the Authority will make plans for replacement of the infrastructure. The vendor will be required to: -</p> <p>a. Make recommendations for network infrastructure upgrades to KCAA.</p> <p>b. Undertaking infrastructure upgrades as may be requested by KCAA.</p>	
10.	SLA Costs	<p>All costs pertaining to the preventive maintenance shall be borne by the vendor. These include: -</p> <p>a. Materials required for preventive maintenance e.g. refrigerant, filters, cleaning agents, paint etc.</p> <p>b. All equipment required for the SLA like blowers, drills, brushes etc.</p>	
11.	SLA Payments	<p>Payments pertaining to the 3-year SLA shall be paid <u>semi-annually in arrears</u>, invoicing and provision of SLA (maintenance and support) reports applicable for the payment period.</p>	
12.	Sample SLA	<p>The vendor shall provide a sample SLA that meets all the above provisions for adoption in the contract.</p>	
Pass/Fail <i>(All requirements are mandatory)</i>			

LOT 1 (iv): - (B) : SUPPLY AND DELIVERY OF TWO NETWORK ADMINISTRATOR (2) LAPTOPS

Increased workload and monitoring responsibilities in ICT department necessitate additional laptops to enhance coordination, reporting, and overall efficiency.

MANDATORY TECHNICAL REQUIREMENTS

All bidders must meet the following mandatory technical specifications to be considered as responsive in order to proceed to the next stage of evaluation. The bidder MUST provide detailed explanations of how they shall fully meet the required technical requirement. Bidders should **NOT** write complied or just tick (**✓**) against a requirement, a full detailed explanation is required.

No.	Item	Specifications Required	Bidder's Response
1.	Product	Surface Laptops 6 15 Inch or equivalent	
2.	Quantity	Two (2)	
3.	Processor	Intel® Core™ Ultra 7 processor 165H NPU: Intel® AI Boost	
4.	Memory	64GB memory: Intel® Arc™ Graphics	
5.	Storage	2TB with Removable solid-state drive (Gen 4 SSD): 2TB	
6.	Display	a. Touchscreen: 15-inch PixelSense™ display b. Resolution: 2496 x 1664 (201 PPI) c. Aspect ratio: 3:2 d. Contrast ratio 1300:1 e. Color profile: sRGB and Enhanced	
7.	Battery Life	Up to 19 hours of typical device usage	
8.	Ports and charging	a. 2 x USB-C® with USB ®/Thunderbolt™ 4 ports with support for: b. Charging, Data transfer, DisplayPort 2.1 with support up to 1 x 8K monitor c. Supports fast charging with minimum 45W power supply via Surface Connect or USB-C2	
9.	Software	Windows 11 Pro with volume licensing	
10.	Exterior	a. Casing: Anodized Aluminum b. Color: Black	
11.	Power supply	a. Power Supply: 65W b. Universal Travel Adapter: Anker PowerExtend 30W 4-in-1 USB-C Travel Charger – A9212K11 – Black	
12.	Carrying case	a. Bopai intelligent laptop backpack or equivalent b. Intelligent increase design - this backpack has smooth zippers on the backside c. Invincible water bottle pocket d. Backpack's external USB charging port and built-in cable connected with your power bank inside which will charge your phone more easily. (Power bank included) e. Convenient structure - an invisible card pocket on the shoulder strap f. An invisible zip pocket on the back to place your Phone, keys and wallet conveniently g. Anti-explosion double zipper of the main compartment is anti-slashing and water-resistant, This would increase the security of the laptop h. Multipurpose - roomy backpack (12. 6”L 6. 3”W 17. 7”H) with laptop compartment (lined with soft flannel) protects 15. 6” laptop and iPad i. Material - water-resistant microfiber leather and durable ballistic nylon materials with Handle: synthetic leather. Lining Material: Polyester	

No.	Item	Specifications Required	Bidder's Response
13.	Mouse	Mouse: Logitech MX Master 3 Advanced Wireless Mouse	
14.	Accessories	Bluetooth earbuds: Apple AirPods Pro 2	
15.	Microsoft Adaptive Hub	Bluetooth® 5.1 USB 2.0 full speed (USB-C® receptacle) Rechargeable battery with Battery life indicator	
16.	Headset	Beats by Dr. Dre Wireless Headphones. Rechargeable battery lasts 12 hours while connected through Bluetooth	
17.	HDMI Adapters	An adapter for converting USB C port to HDMI and VGA	
18.	LAN Adapter	An adapter for using USB C to access Local Area Network	
19.	Warranty	1-year limited hardware warranty	
All Requirements are Mandatory			

LOT 2 - UPGRADE OF LOCAL AREA NETWORK (LAN) & STRUCTURED CABLING AT JKIA & WAJIR AIRPORT, MUA HILLS AND POROR RADAR STATIONS

Introduction.

The existing LAN infrastructure at these locations has become outdated and inadequate to handle the increasing number of users, devices and applications. Upgrading the LAN will improve Network throughput enhance security and reduce latency.

(1) UPGRADE OF JKIA CONTROL TOWER LAN – LOT 2 (i) -JKIA MANDATORY REQUIREMENTS

Item No	Item Description	Specifications Required	Bidder's Response
1.	PUL6X04WH-HEG	The TX6A™ Cat 6A U/UTP copper cable is constructed of 23 AWG copper conductors with HDPE insulation.	
2.	UTP28X3MOR	CAT 6A performance UTP patch chord T568B, CM/LSZH,28AWG solid cable 3 Meters	
3.	UTP28X1MOR	CAT 6A performance UTP patch chord T568B,CM/LSZH,28AWG solid cable 1 Meters	
4.	CJ6X88TGAW	The Mini-Com® Cat 6A UTP RJ45 TG Jack Module is designed to terminate 4-pair,	
5.	CFPUKS2SAWY	2 Port Sloped Face Plate - Bezel Kit, 86x86mm, UK, Arctic White (Mini Com Faceplate Frame With 1/2-Size Sloped Shuttered Insert, Accepts Two Mini Com Modules, Includes Label and Label Cover	
6.	CPA24BLY	Patch Panel, 48 Port, Angular Modular Flush Mount, shielded	
7.	TLBP1S-V	Air Sealing Accessory (Cabinets) - Tool-Less Blanking Panel, 1 RU, Square Hole	
8.	WMPFSE	Patch Link® Horizontal Cable Manager. Front Only Cover, ABS, 1RU, Black, 1pc, Black 1.7"H x 19.0"W x 3.7"D Horizontal Cable Manager	
9.		Multi Mode Fiber 4 Core	
10.		LC-LC MM Fiber Patch panel	
11.		fiber transceiver media converter	
12.	FCP3-RACK	Fiber Connect Drawer, fixed tray black,1rms	
13.	Local	2 Compartment Trunking Brilliant white 250MM x 50MM x2.44MM	
14.	Local	2 Compartment Trunking Brilliant white 100MM x 50MM x2.44MM	
15.	Local	Accessories i.e. Fischer plugs, metallic Knock outs, labels, steal tapes, Insulations tapes, Velcro tapes, floor trunking, conduits	
16.	Installation Cost	Laying new Cat 6A UTP cables from the new Rack to workstations, Termination, Fluke Testing, Labelling and Documentation. (LLD to be provided).	

(2) UPGRADE OF MUA HILLS RADAR STATION LAN – LOT 2 (ii)

MANDATORY TECHNICAL REQUIREMENTS.

Item	Code	Item Description	Bidders Response
1.	NFL6X04BU-FEG	Copper Cable, Cat 6A, 4-Pair, 24 AWG, F/UTP, LSZH-1 and -3, Dca-s2- d2-a1, Blue, Euro pallet, 1000ft/305m reel	
2.	NK6X88MIG	Category 6A Net-Key Punch-down Module, IG - Panduit NetKey OR Equivalent.	
3.	CBEWH-2GY	Faceplate Frame, Double Gang, Executive, White	
4.	SKPP24BL	Keystone shielded 24 port patch panel, 1 RU	
5.	WMPSE	Patch-Link™ Horizontal Single-Sided Manager, 1RU, 3.7 in. Depth (cable Manager)	
6.	STP6X1MIG	Female Disconnect, nylon fully insulated, 12 - 10 AWG, .250 x .032 tab size, funnel entry –Patch cords (1M) Panduit or Equivalent	
7.	STP6X3MIG	Copper Patch Cord, Cat 6A, Intl Gray S/FTP Cable, 3m	
8.		100 x 50 mm metal trunking	
9.		100 x 50 mm metal trunking-Single knockout	

(3) UPGRADE OF POROR RADAR STATION LAN – LOT 2 (iii) MANDATORY TECHNICAL REQUIREMENTS

Item	Code	Item Description	Bidders Response
1	NFL6X04BU-FEG	Copper Cable, Cat 6A, 4-Pair, 24 AWG, F/UTP, LSZH-1 and -3, Dca-s2- d2-a1, Blue, Euro pallet, 1000ft/305m reel	
2	NK6X88MIG	Category 6A Net-Key Punch-down Module, IG - Panduit NetKey OR Equivalent.	
3	CBEWH-2GY	Faceplate Frame, Double Gang, Executive, White	
4	SKPP24BL	Keystone shielded 24 port patch panel, 1 RU	
5	WMPSE	Patch-Link™ Horizontal Single-Sided Manager, 1RU, 3.7 in. Depth (cable Manager)	
6	STP6X1MIG	Female Disconnect, nylon fully insulated, 12 - 10 AWG, .250 x .032 tab size, funnel entry – (1M) Panduit patch cords or Equivalent	
7	STP6X3MIG	Copper Patch Cord, Cat 6A, Intl Gray S/FTP Cable, 3m	
8		100 x 50 mm metal trunking	
9		100 x 50 mm metal trunking-Single knockout	

**(4) UPGRADE OF WAJIR STATION LAN – LOT 2 (iv) MANDATORY
TECHNICAL REQUIREMENTS**

Item	Code	Item Description	Bidders' response
1	NFL6X04BU-FEG	Copper Cable, Cat 6A, 4-Pair, 24 AWG, F/UTP, LSZH-1 and -3, Dca-s2- d2-a1, Blue, Euro pallet, 1000ft/305m reel	
2	NK6X88MIG	Category 6A Net-Key Punch-down Module, IG - Panduit NetKey OR Equivalent.	
3	CBEWH-2GY	Faceplate Frame, Double Gang, Executive, White	
4	SKPP24BL	Keystone shielded 24 port patch panel, 1 RU	
5	WMPSE	Patch-Link™ Horizontal Single-Sided Manager, 1RU, 3.7 in. Depth (cable Manager)	
6	STP6X1MIG	Female Disconnect, nylon fully insulated, 12 - 10 AWG, .250 x .032 tab size, funnel entry – (1M) Panduit patch cords or Equivalent	
7	STP6X3MIG	Copper Patch Cord, Cat 6A, Intl Gray S/FTP Cable, 3m	
	UPS	Rack mount 2 KVA Smart Tripple UPS or Equivalent.	
8		100 x 50 mm metal trunking	
9		100 x 50 mm metal trunking-Single knockout	
Mandatory requirements - Pass/Fail			

LOT 3: EAST AFRICAN SCHOOL OF AVIATION:

**PROCUREMENT OF SERVICES FOR EXTENSION OF LAN TO THE
CHAPEL, EXECUTIVE HOSTEL AND CHINA BLOCKS:**

1. INTRODUCTION

The East African School of Aviation (EASA) has experienced increased demand for network access across its facilities following the successful implementation of upgraded Data Centre and the Local Area Network (LAN) in the institution.

To meet the current and future connectivity needs, it is necessary to extend the LAN infrastructure to the Chapel and China Block. This will enhance ICT support for Academic Services and achieve higher throughput of the network devices to cater for increased enrolment, extend reliable Wi-Fi Coverage and hence translate to increased productivity.

2. TECHNICAL SPECIFICATIONS – LOT 3 – EASA LAN

NOTE: All the specifications are mandatory

LOT 3 (i):- Technical Specifications for extension of LAN Infrastructure to China block and the Chapel.

NO	Requirement	Technical specifications	Bidders response
1.	Cisco catalyst switch	Cisco 9300 POE Switch 48P	
2.	Data points	Double data points	
3.	Power sockets	Schneider power sockets or equivalent. Double power sockets	
4.	Metallic Trucking	250x50 Ethernet cable metal trunking for the China block. Beige in colour	
5.	Uplink – Chapel	Armoured 1000m single mode 8 core fiber cable	
6.	Uplink – China	Armoured 500m single mode 8 core fiber cable.	
7.	Civil works	Establishment of cable routes from the Data Centre to the chapel and China block.	
8.	UTP Patch panel – 48 port	UTP patch panel	
9.	Fibre patch panel	12 port Fibre patch panel – China and chapel.	
10.	SFP	SFP Modules	
11.	Factory terminated Panduit or Equivalent patch cords – 5m	For users	
12.	Factory terminated Patch cords – 3m	For users	
13.	Factory terminated Patch cords – 1m	For patching on the network cabinets.	
14.	Network cabinet	22U network cabinet with inbuilt fan to be installed at China block.	
15.	LAN UTP Cables	Panduit or Equivalent CAT6a cable	
16.	Flex conduits 40mm	Hard quality.	
17.	2.5mm power cables	Approximately two (2) single rolls each – live, neutral and ground.	
18.	Power distribution board	PDB with circuit breaker – 45Amps.	
19.	Patrice box	Single for the dual points and double for sockets.	
20.	Networking and power accessories	Various	
21.	Cable managers	Cable managers	
22.	APC or Vertiv Rack mount 2 KVA Smart UPS or equivalent.	For network cabinet in China block	

NO	Requirement	Technical specifications	Bidders response
23.	WIFI Access points – China block and chapel	Installation and configuration of six Ruckus R850 WiFi access points China block, Chapel and executive hostel – two each.	
24.	WIFI Access points - library	Installation and configuration of four Ruckus R850 WiFi access points in the EASA library network.	
25.	Extension cables	Tripp-Lite surge protected or equivalent.	
26.	HDMI cables	Kramer HDMI Cables 5 meters.	
Professional Services			
1.	Set up , Configuration, Testing and Commissioning		
2.	Documentation – Network documentation.		
3.	Miscellaneous costs		
4.	On site Knowledge Transfer		
All requirements are mandatory - Pass/Fail			

LOT 3 (ii): PROJECT MANAGEMENT, QUALITY ASSURANCE AND OTHER SERVICES

All Vendors **MUST** respond in writing against **each technical requirement** clearly showing technical compliance for each specification against their **brochure with references where applicable**. Marking compliant/non-compliant (✓) or (X) will be considered **INVALID** and **WILL NOT BE EVALUATED**

Project Management			
No.	Item(s)	Requirement	Bidder's Response – Indicate page number on the bidding document
1.	Assurance Letter	Letter to be provided confirming that the bidder shall implement the project within twelve (12) weeks	
2.	Project Management	Bidder to provide a project implementation strategy with the following components: - a. Project implementation plan b. Project team c. Quality assurance methodology d. Project commissioning	
All requirements are mandatory - Pass/Fail			

LOT 4 (i): TECHNICAL SPECIFICATIONS FOR THE FIREWALL SYSTEMS AND SLA:

Technical Specifications for the Firewall Systems and SLA

The Authority operates advanced firewalls at HQ Nairobi and at Remote Disaster Recovery Site in Mombasa and at EASA in Nairobi. These firewalls comprise of software blade licenses and manufacturer appliance licenses that cover the equipment in case of malfunction/failure of the equipment or any of its components. These licenses ensure that firewall policies can be applied, enforced and that the appliance can be repaired or replaced in case of failure.

KCAA wishes to procure firewall hardware, licenses and SLA support. The installation and configurations shall be conducted seamlessly and integrated to ensure no downtime or any single point of failure. Documentation of the process and configurations carried out should be provided.

Part A: Mandatory Documentation FOR LOT 4 (i)

All Vendors must provide the following documentation:

No.	Item	Requirement	Score	Bidder's Response
1	Certificate of Incorporation	Attach a copy of the vendor's certificate of Incorporation	M	
2.	Tax Compliance certificate	The vendor MUST attach a copy of a valid tax compliance certificate	M	
3.	Proof of Physical Location of the Business	The vendor must attach a copy of a lease agreement or proof of ownership or occupation of premises	M	
4.	Staff Competence in Checkpoint or equivalent Firewall	<p>The vendor must have at least Five (5) engineers with the following checkpoint or equivalent certifications:</p> <ul style="list-style-type: none">• Two (2) engineers with Checkpoint Certified Security Expert or equivalent• Two (2) engineer with Checkpoint Certified Troubleshooting Administrator or equivalent.• One (1) Network Engineer with a certification in CCNP,• Each of these Engineers should have a minimum of three (3) years experience working on Checkpoint Security or equivalent.• Attach CVs and copies of Checkpoint certificates or equivalent for each of the Engineers. <p>All engineers must be involved in the entire project</p>	M	
5.	Project Manager competencies	<p>The vendor must have one project manager with following qualifications:</p> <ol style="list-style-type: none">i. Bachelor's degree, preferably in Computer Science or Information Technology OR a Business-related Degree with a relevant IT		

No.	Item	Requirement	Score	Bidder's Response
		<p>certification with 5 years' experience in Project Management and Implementation.</p> <p>ii. Professional qualification in project management e.g., Project Management Professional (PMP) or Prince2 Certified</p> <p>ii. Experience in implementing at least Three (3) IT projects for security infrastructure in an enterprise scale environment.</p> <p>Attach CV, professional and academic certificates. <i>The engineers proposed here MUST be involved in the implementation of the project if awarded.</i></p>		
6.	Vendor's Experience in Checkpoint Firewall or Equivalent	<ul style="list-style-type: none"> The vendor MUST have successfully implemented at least five (5) other projects involving Checkpoint Firewall Security or equivalent between 2021 to date. Verifiable documentation of the same should be provided i.e. Copies LPOs/contracts and corresponding recommendation letters or site acceptance certificates. 		
7.	Work plan and Methodology	<p>The vendor must provide a detailed technical implementation strategy of the project with the following aspects: -</p> <ol style="list-style-type: none"> Detailed approach, methodology and work plan to meet the requirements for the provision of checkpoint hardware and software licenses. The implementation plan should also clearly indicate the 3-year maintenance and support period. Details of staff to be involved in the maintenance. These should be the staff with the relevant certifications and experience. Step by step tasks from delivery of Checkpoint firewalls, maintenance and support. Documentation of the project. Risk management. 		
8.	Checkpoint Support Experience	The bidder MUST be already actively supporting at least three (3) other sites. Each of these sites should have a Checkpoint Security Environment. Verifiable documentation/ evidence of the same must be provided i.e. Copies of LSOs/contracts and corresponding recommendation letters or site acceptance certificates.		
9.	Checkpoint Accreditation	The bidder MUST be a Checkpoint Elite Partner. Attach documentation /evidence of certification.		
10.	Scope of work	<p>The will be expected to undertake the following activities:</p> <ul style="list-style-type: none"> Understanding the existing network Solution design setup Configure the firewalls for High Availability Configuration of policies Configuration of DMZ where applicable Migration of existing policies Testing and deployment Decommissioning existing devices Integration with the AD 		

No.	Item	Requirement	Score	Bidder's Response
11.	Equipment/Device maintenance checklists	Provide sample checklists for preventive maintenance of each device		
12.	Manufacturer's Authorization	The bidder MUST provide manufacturer's authorization for the Checkpoint Firewall.		
13.	SLA to be provided	Provide a sample SLA to be adopted once contract is finalized.		
14.	Soft copy of the Bidding Document	<p>The bidder MUST provide a soft copy of the bidding documents with the following attributes:</p> <ul style="list-style-type: none"> - i. The documents should be in PDF ii. The PDF document must be searchable with OCR iii. All diagrams, designs and drawings in the PDF document should be in their original format i.e. NOT scanned from a manual printout 		
15.	Bidder's Code of Conduct	<p>The bidder MUST meet and adhere to a professional code of conduct whilst dealing with KCAA to ensure that the government receives competent professional services. The bidder must respect the confidentiality of any information given by KCAA and protect and respect third-party intellectual property and utilize it only after having properly secured rights to its use.</p> <p>To prove this, the vendor must provide ICTA 1 Security accreditation.</p>		
16.	Data Protection	The bidder must attach proof of compliance to the Data Protection Act		
17.	Pre-bid Meeting and site survey	To properly understand and conceptualize the current and required configurations of the solutions, the bidder MUST attend a mandatory site survey and pre-bid meeting. Attach a pre-bid meeting form duly signed by a KCAA staff		
18.	Warranty	<ol style="list-style-type: none"> a. The bidder MUST indicate a detailed maintenance and support plan for the system within the warranty periods. b. Further, provide documentation indicating that the warranty for the hardware covers the East African region. This will be verified. c. The bidder MUST indicate total expected lifetime of the equipment to be supplied 		

	YEAR 1 - CHECKPOINT FIREWALLS REFRESH (HARDWARE)	Bidders response
	Product Name	SKU
1.	Check Point Services - 300 credits. Valid for 1 Year	CPTS-IGS-RET-300-1Y
2.	Check Point Services - 5 credits. Valid for 1 Year	CPTS-IGS-RET-5-1Y
3.	Endpoint Access Control package subscription for 1 year. Provides endpoint firewall and VPN remote access	CPEP-ACCESS-1Y
4.	Quantum Force 9800 Plus Appliance with 2 Virtual Systems and SandBlast subscription package for 1 year	CPAP-SG9800-PLUS-SNBT
5.	Network Interface Card (NIC) Cover for 9000/19200/29000 appliances.	CPAC-NIC-COVER-D-INSTALL
6.	Memory upgrade kit from 64GB to 128GB for 9700-9800 appliances	CPAC-RAM64GB-9700/9800-INSTALL
7.	3 Virtual Systems package	CPSB-VS-3
8.	SFP+ transceiver for 10G Fiber Ports- short range (10GBase-SR)- for 2500/9000/19000/29000 and Smart-1 700/7000 series appliances	CPAC-TR-10SR-D
9.	SFP transceiver for 1000 Base-T RJ45 (Copper)- for 9000/19000/29000 and Smart-1 700/7000 series appliances	CPAC-TR-1T-D
10.	Quantum Force 9400 Plus Appliance with 2 Virtual Systems and SandBlast subscription package for 1 year	CPAP-SG9400-PLUS-SNBT
11.	SFP+ transceiver for 10G Fiber Ports- short range (10GBase-SR)- for 2500/9000/19000/29000 and Smart-1 700/7000 series appliances	CPAC-TR-10SR-D
12.	Memory upgrade kit from 32GB to 64GB for 9100-9400 appliances	CPAC-RAM32GB-9100/9400-INSTALL
13.	Security Management Software for 10 gateways	CPSM-NGSM10-COMPLETE
14.	Enterprise SW Subscription and Premium Support	CPES-SS-PREMIUM
15.	Enterprise SW Subscription and Premium Support	CPES-SS-PREMIUM
16.	Enterprise Software Subscription and Premium Support additional product	CPES-SS-PREMIUM-ADD
17.	CCSA (5 days) and CCSE (5 days) Professional Training for 6 KCAA Staff	OEM Training Costs
18.	Operational training and knowledge transfer for 5 days for 6 KCAA Staff	Training Costs
19.	Implementation Services on 3 Sites – 2 in Nairobi and 1 in Mombasa	PS Services
20.	Year1 - Partner Local SLA - 24x7x365 on 3 Sites - 2 in Nairobi and 1 in Mombasa	SLA Services

	YEAR 2 - CHECKPOINT RENEWAL		Bidders response
	Product Name	SKU	
1.	CPSB-SNBT-9800-PLUS-1Y	Next Generation Threat Prevention and Sandblast for additional 1 year for 9800 PLUS Appliance	
2.	CPAC-NIC-COVER-D-INSTALL	CPES-SS-PREMIUM-ADD	
3.	CPAC-TR-1T-D	CPES-SS-PREMIUM-ADD	
4.	CPAC-TR-10SR-D	CPES-SS-PREMIUM-ADD	
5.	CPSB-VS-3	CPES-SS-PREMIUM	
6.	CPAC-RAM64GB-9700/9800-INSTALL	CPES-SS-PREMIUM-ADD	
7.	CPAP-SG9800-PLUS-SNBT	CPES-SS-PREMIUM-ADD	
8.	CPSB-SNBT-9400-PLUS-1Y	Next Generation Threat Prevention and Sandblast for additional 1 year for 9400 PLUS Appliance	
9.	CPAC-TR-10SR-D	CPES-SS-PREMIUM-ADD	
10.	CPAC-RAM32GB-9100/9400-INSTALL	CPES-SS-PREMIUM-ADD	
11.	CPAP-SG9400-PLUS-SNBT	CPES-SS-PREMIUM-ADD	
12.	CPSM-NGSM-CMPT-10GW-1Y	Management Complete package for managing 10 gateways, subscription for 1 year	
13.	CPSM-NGSM10-COMPLETE	CPES-SS-PREMIUM	
14.	CPEP-ACCESS-1Y	Endpoint Access Control package subscription for 1 year. Provides endpoint firewall and VPN remote access	
15.	Year2 - Partner Local SLA - 24x7x365 on 3 Sites - 2 in Nairobi and 1 in Mombasa	SLA Services	

	YEAR 3 - CHECKPOINT RENEWAL		Bidders response
	Product Name	SKU	
1.	CPSB-SNBT-9800-PLUS-1Y	Next Generation Threat Prevention and Sandblast for additional 1 year for 9800 PLUS Appliance	
2.	CPAC-NIC-COVER-D-INSTALL	CPES-SS-PREMIUM-ADD	
3.	CPAC-TR-1T-D	CPES-SS-PREMIUM-ADD	
4.	CPAC-TR-10SR-D	CPES-SS-PREMIUM-ADD	
5.	CPSB-VS-3	CPES-SS-PREMIUM	
6.	CPAC-RAM64GB-9700/9800-INSTALL	CPES-SS-PREMIUM-ADD	
7.	CPAP-SG9800-PLUS-SNBT	CPES-SS-PREMIUM-ADD	
8.	CPSB-SNBT-9400-PLUS-1Y	Next Generation Threat Prevention and Sandblast for additional 1 year for 9400 PLUS Appliance	
9.	CPAC-TR-10SR-D	CPES-SS-PREMIUM-ADD	
10.	CPAC-RAM32GB-9100/9400-INSTALL	CPES-SS-PREMIUM-ADD	
11.	CPAP-SG9400-PLUS-SNBT	CPES-SS-PREMIUM-ADD	
12.	CPSM-NGSM-CMPT-10GW-1Y	Management Complete package for managing 10 gateways, subscription for 1 year	
13.	CPSM-NGSM10-COMPLETE	CPES-SS-PREMIUM	
14.	CPEP-ACCESS-1Y	Endpoint Access Control package subscription for 1 year. Provides endpoint firewall and VPN remote acces	
15.	Year3 - Partner Local SLA - 24x7x365 on 3 Sites - 2 in Nairobi and 1 in Mombasa	SLA Services	

LOT 4 (ii): PROJECT MANAGEMENT, QUALITY ASSURANCE AND OTHER SERVICES:

All Vendors **MUST** respond in writing against **each technical requirement** clearly showing technical compliance for each specification against their **brochure with references where applicable**. Marking compliant/non-compliant (✓) or (X) will be considered **INVALID** and **WILL NOT BE EVALUATED**

Project Management			
No.	Item(s)	Requirement	Bidder's Response
1.	Assurance Letter	Letter to be provided confirming that the bidder shall implement the project within four (4) months	
2.	Project Management	<p>Bidder must provide a project implementation strategy with the following components: -</p> <ul style="list-style-type: none"> a. Project implementation plan b. Project team c. Quality assurance methodology d. Project commissioning 	
3.	Technical Training – Checkpoint Security Administrator/Expert	<p>This training should include the following:</p> <ul style="list-style-type: none"> a. Six (6) KCAA staff. b. Ten (10) days Instructor Led CCSA and CCSE Training (Boot camp) from 0900 to 1700 hours until course completion. c. Delegates will be registered to the applicable practitioner's body. d. Training materials shall be provided i.e. stationery, course handouts and training kits and exam kits. e. Training to be undertaken at a Checkpoint OEM accredited site with the requisite hardware kits, labs and simulators required for this training. f. Bidder to cover all applicable costs of this training including but not limited to logistics, subsistence allowances, tuition, conferencing, examination etc. 	
4.	Operational Testing	<p>The bidder shall facilitate an operational testing session on each site that will involve:</p> <ul style="list-style-type: none"> c. Providing a testing plan and a criteria/checklist for verification by KCAA staff d. The testing based on this criteria/checklist will be conducted during this session. 	
5.	Operational Training and Knowledge transfer	<p>An operational knowledge transfer for Check Point firewall would comprise of:</p> <ol style="list-style-type: none"> 1. Core Concepts & Architecture: A deep dive into Check Point's security architecture, including the Security Gateway, Security Management Server, and SmartConsole. 2. Policy Management: Hands-on training on creating, modifying, and optimizing security rules, NAT policies, and VPN configurations. 	

Project Management			
No.	Item(s)	Requirement	Bidder's Response
		<p>3. Logging and Monitoring: Instruction on using SmartConsole's logging features to analyze traffic, troubleshoot issues, and generate security reports.</p> <p>4. Troubleshooting: Practical sessions on diagnosing common connectivity and policy-related problems using built-in tools like fw monitor and cpstat.</p> <p>5. Best Practices: A review of security best practices for policy design, software updates, and system maintenance to ensure optimal performance and security</p> <p>The bidder shall facilitate knowledge transfer training for Six (6) staff for five (5) working days to be conducted in a serene environment out of Nairobi.</p> <p>The requirements are as follows: -</p> <ul style="list-style-type: none"> a. The exercise shall take a period of five (5) days. b. The bidder shall propose a detailed schedule for the five (5) working days including testing and training. c. All the applicable costs for this activity shall be borne by the vendor. This shall include subsistence allowance, conference facilities, mileage claim and other applicable costs. 	
6.	Go-LIVE and Commissioning	<p>The bidder should describe how they shall meet the requirements for go-live and commissioning. The requirements are as follows: -</p> <ul style="list-style-type: none"> a. The exercise shall take a period of two (2) working days on each site immediately after operational testing and knowledge transfer. b. The exercise shall take place at HQ, RDRS and EASA sites c. All the applicable costs for this activity shall be borne by the vendor. This shall include subsistence allowance, mileage claim and other applicable costs 	
Pass/Fail <i>(All requirements are mandatory)</i>			

Part D: LOT 4(iii): SLA for a Period of Three (3) Years

All Vendors **MUST** respond in writing against **each technical requirement** clearly showing technical compliance for each specification against their **brochure with references**. Marking compliant/non-compliant (✓) or (X) will be considered **INVALID** and **WILL NOT BE EVALUATED**.

No.	Item	Requirement	Bidder's Response
1.	Maintenance and Support Term	The maintenance and support period is three (3) years.	
2.	Active devices to be maintained and supported	The HQ, EASA and RDRS devices are listed below: - <ol style="list-style-type: none"> Checkpoint Hardware Appliances Checkpoint Management Server 	
3.	Preventive Maintenance	<ol style="list-style-type: none"> Health checks for all devices/equipment Firmware and software upgrades as applicable Equipment/devices cleaning to remove dust and residue accumulation Testing of equipment and devices Review of logs and alerts for equipment where applicable Check for any safety hazards Inspection of equipment and removal of zombie devices and loose cabling Sign checklists for each device/item Failover and failbacks of the firewall based on a risk-based approach. The required preventive maintenance duration is one day 	
4.	Corrective Maintenance	To be undertaken immediately a maintenance component fails. Where an item requires a replacement, KCAA shall procure the maintenance components. Where downtime is required, this shall be arranged with the KCAA systems administration team for approval prior to the required downtime.	
5.	Outage Severity Levels and Required Response Times	<ol style="list-style-type: none"> Severity One/Red: KCAA is unable to do their business as a result of complete or partial system failure. This has a major impact on the KCAA's business operations. <u>Response:</u> The vendor should respond within one (1) hour. A resolution or a workaround should be provided within two (2) hours. Severity Two/Orange: The problem has high visibility and impacts on the way KCAA does business. Internet service is disrupted but not halted. The system performance may be degraded, or functions limited. <u>Response:</u> The vendor should respond within three (3) hours. A resolution or a workaround should be provided within twelve (12) hours. Severity Three/Green: A single component or several components are affected with or without a work around. The problem may affect KCAA's efficiency but is limited in visibility and does not prevent work from being completed. <u>Response:</u> The vendor should respond within twelve (12) hours. A resolution or a workaround should be provided within seventy two (72) hours. 	
6.	Fault Logging Procedure and Reporting	<ol style="list-style-type: none"> The vendor to provide a support service desk email and a telephone number manned 24/7 for logging faults and a fault should be allocated a reference number for ease of tracking. Response to faults logs shall be undertaken as per the response times based on severity levels. Once a red or orange level fault is resolved, a report should be provided entailing the following: - <ol style="list-style-type: none"> The root cause analysis 	

No.	Item	Requirement	Bidder's Response
		ii. The measures taken to resolve it iii. The measures taken to ensure it does not recur	
7.	Escalations	The vendor shall provide two escalation levels after a fault is reported and left unattended. Phone numbers and email addresses of the escalation levels shall be required. The levels are as follows: - a. Level 0 – Normal helpdesk reporting after a fault. b. Level 1 – Technical manager or service provision manager after the response times for resolution are not met. c. Level 2 – The CEO after the required response times are not met after escalating to level 2.	
8.	Maintenance and Support Services	a. Ensuring that the Firewall and Security Management Server are in good working condition. b. Maintenance and support should include system overview and hardware status of Hosts and DNS, Memory and CPU status, CPUSE / Hotfix Status c. Consultation for guidance on complex security procedures and processes in configuration and integration of the Solution. d. Assistance in the configuration of the Solution in case of failure of any part of the System. e. Configuration of the Solution to optimize performance. f. Support and assistance on matters concerning Checkpoint security upgrades and g. Bugs and Errors resolution as far as the Checkpoint security is concerned. h. Receive, classify, log and track all reported issues and provide case updates until the issues is conclusively resolved. i. Provide urgent security alerts on the version deployed by the client. j. Troubleshooting and providing workarounds assistance where the existing system cannot perform some of the tasks. k. Installation and configuration advice to KCAA ICT Security/technical staff. l. Answering questions and providing a reasonable level of guidance to KCAA about Checkpoint security. m. Provide trained Technical Support personnel to handle inquiries and problems. n. Provide documentation updates and major system release information. o. Provide pro-active maintenance release announcements sent to customers directly. p. Participate in failover and failback tests for the KCAA remote disaster recovery site. q. Participating in ICT infrastructure projects /changes that may impact or may be impacted by the Check Point firewall services	
9.	SLA Costs	All costs pertaining to the preventive maintenance shall be borne by the vendor. These include: - a. Materials required for preventive maintenance. b. All equipment required for the SLA like blowers, drills, brushes et al. c. Costs of facilitation and transportation of vendor's staff and equipment to HQ, EASA and remote disaster recovery site in Mombasa. d. Any site access related costs charged by KAA or any other Government Agency.	
10.	SLA Payments	Payments pertaining to the three (3) year SLA shall be paid bi-annually in arrears, invoicing and provision of SLA (maintenance and support) reports applicable for the payment period.	
11.	Sample SLA	The vendor shall provide a sample SLA that meets all the above provisions for adoption in the contract.	

LOT 5(i) - MANDATORY GENERAL TECHNICAL REQUIREMENTS FOR INTEGRATED PABX FOR EASA AND EASA/WILSON AIRPORT CAMPUS:

- a) **ALL** requirements are Mandatory.
- b) Bidders **MUST** respond in writing against each requirement in the vendors' response column. Writing '**Complied**', '**Yes**' '**Meets the Specifications**' or **simply ticking (✓)** will not be accepted

Mandatory General Requirements Integrated PABX for EASA And EWAC Stations			
No.	Item	Requirement	Bidder's Response – Indicate page number of the document attached.
1.	Manufacturer's Authorizations	The bidder MUST provide the manufacturer's authorization for the proposed solution.	
2.	Integration	The supplied system will be integrated with the existing KCAA HQS PABX to act as standby and also be able to maintain its autonomy and its trunk line.	
3.	System Design Diagram	The bidder shall provide a colored technical design diagram of proposed solution.	
4.	Project plan	Attach a project plan not exceeding 6 months including delivery date of materials, implementation, commissioning, and training.	
5.	Proof of Physical Location of the Business	The bidder shall provide proof of location of the business premises. The proof should be signed lease(s) or ownership documentation or any other applicable and acceptable documentation.	
6.	Staff Competence in Cisco Unified Communication Systems Implementation	<p>The bidder MUST have at least two (2) Engineers trained in the deployment of the Cisco Unified Communication Systems. For each of the engineers, the bidder shall: -</p> <ul style="list-style-type: none"> i. Attach certified CVs ii. Attach copies of certificates showing training in at least CCNP Collaboration or equivalent iii. Attach documentation for sites implemented by the respective Engineers. <p><i>The engineers proposed herein MUST be involved in the implementation of the project.</i></p>	
7.	Bidders experience in similar sites	The bidder MUST provide details of three (3) reference sites where they have successfully implemented similar solutions in the last 5 years. Each project shall have a value of at least 5 million Kenya shillings. Provide contracts, LPOs and respective completion certificate or recommendation letters.	
8.	Brochure	Include detailed brochures and datasheets of the proposed solution	
9.	Sample Service Level Agreement (SLA)	The bidder shall include a proposed SLA to be adopted after system commissioning. The SLA should include the following key deliverables: - <ul style="list-style-type: none"> i. Period – 3 years 	

Mandatory General Requirements Integrated PABX for EASA And EWAC Stations			
No.	Item	Requirement	Bidder's Response – Indicate page number of the document attached.
		ii. Services to be provided within the SLA iii. Response times iv. Escalations v. Penalties	
10.	Soft copy of the Bidding Document	The vendor MUST provide a Softcopy of the bidding document in a Flash Disk.	
11.	Pre-bid Meeting	A pre-bid meeting form duly signed by a KCAA staff	
12.	Warranty	a. The warranty period is three (3) years b. The bidder MUST provide a detailed maintenance and support plan for the system within the warranty periods. c. Further, provide documentation indicating that the warranty for the hardware covers the East African region. d. The bidder MUST indicate total expected life of the equipment to be supplied.	
	Mandatory requirements – PASS/FAIL		

LOT 5(ii) - MANDATORY TECHNICAL REQUIREMENTS INTEGRATED INTEGRATED PABX FOR EASA AND EWAC STATIONS:

The bidder will meet the following mandatory technical requirements to supply, deliver, implement and commission the unified communication system. The bidder shall provide a comprehensive response on this part (C) of the technical requirements. Bidders **MUST** respond in writing against **each technical requirement** clearly showing technical compliance for each specification against their **brochure with references**. Marking compliant/non-compliant (✓) or (X) will be considered **INVALID** and **WILL NOT BE EVALUATED**.

**LOT 5(ii) - MANDATORY TECHNICAL REQUIREMENTS INTEGRATED
INTEGRATED PABX FOR EASA AND EWAC STATIONS:**

Line Number	Part Number	Description	Service Duration (Months)	Qty	Vendors Response
Cisco CUCM Licenses					
1.	A-FLEX-3	Collaboration Flex Plan 3.0	36	1	
2.	SVS-FLEX-SUPT-BAS	Cisco Support Standard	36	120	
3.	A-FLEX-NUPL-E	NU On-Premises Calling Enhanced	-	120	
4.	A-FLEX-EXPWY-E	Enable Expressway-E Feature Set	-	2	
5.	A-FLEX-EXPWY-SER	Enable Expressway Series Feature Set (1)	-	2	
6.	A-FLEX-SRST-E	SRST Endpoints (1)	-	120	
7.	A-FLEX-P-ENH	Enhanced Smart License (1)	-	120	
8.	A-FLEX-P-ER	Emergency Responder Smart License (1)	-	120	
9.	A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	-	1	
10.	A-FLEX-EXP-KEY	Expressway Release Key (1)	-	2	
11.	A-FLEX-SPCHCON	SpeechConnect Smart License (1)	-	2	
12.	A-FLEX-FILESTG-ENT	File Storage Entitlement	-	2400	
13.	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	-	120	
14.	A-FLEX-MSG-NU-ENT	Messaging Named User Entitlement (1)	-	120	
15.	A-FLEX-SW-15-K9	On-Premises SW Bundle v15	-	1	
16.	A-FLEX-CUAC-A	Unified Attendant Console Advanced	-	2	
Cisco UCS Collaboration Server					
1.	BE6K-M7-K9	Cisco Business Edition 6000 (M7) Appliance, Export Restr SW	-	1	
2.	CON-SNT-BE6KM7K9	SNTC-8X5XNBD Cisco Business Edition 6000 (M7) Appliance	36	1	
3.	CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	-	2	
4.	GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	-	2	
5.	VIRT-LIC-NONE	Virtualization SW+Lic required but NOT included	-	1	
6.	BE6K-CPU-M7	Intel I4510T 2.0GHz/115W 12C/30MB DDR5 4400MT/s	-	1	
7.	BECE-RAM-M7	16GB DDR5-5600 RDIMM 1Rx8 (16Gb)	-	4	
8.	BE6CE-RAIDCTRLR-M7	24G Tri-Mode M1 RAID Controller w/4GB FBWC 16Drv	-	1	

Line Number	Part Number	Description	Service Duration (Months)	Qty	Vendors Response
9.	BECE-DISK-M7	600GB 12G SAS 10K RPM SFF HDD	-	6	
10.	BECE-OCPNIC-M7	Intel X710T2LOCPV3G1L 2x10GbE RJ45 OCP3.0 NIC	-	1	
11.	BECE-MLOMNICKIT-M7	C2XX OCP 3.0 Interposer W/Mech Assy	-	1	
12.	BE6CE-PCIERISR1-M7	UCS C-Series M7 1U Riser 1A PCIe Gen4 x16 HH	-	1	
13.	BECE-PCIENIC-M7	Intel X710 quad-port 10G SFP+ NIC	-	1	
14.	BECE-PSU-M7	1200w AC Titanium Power Supply for C-series Rack Servers	-	2	
15.	BECE-TPM-M7	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	-	1	
Cisco Desk phones Entry Level					
1.	DP-9841-K9=	Cisco Desk Phone 9841, Carbon Black	-	120	
2.	CON-SNT-DP9841K9	SNTC-8X5XNBD Cisco Desk Phone 9841, Carbon Black	36	120	
Cisco Deskphones - Operator Level					
4.	DP-9851-K9=	Cisco Desk Phone 9851, Carbon Black	-	17	
5.	CON-SNT-DP9851K9	SNTC-8X5XNBD Cisco Desk Phone 9851, Carbon Black	36	17	
6.	DP-9800-KEM=	Cisco Desk Phone 9800 Key Expansion Module, Carbon Black	-	17	
7.	CON-SNT-DP9KE8MA	SNTC-8X5XNBD Cisco Desk Phone 9800 Key Expansion Modu	36	17	
Cisco Deskphones - Executive & PA					
1.	DP-9861-K9=	Cisco Desk Phone 9861, Carbon Black	-	15	
2.	CON-SNT-DP9861K9	SNTC-8X5XNBD Cisco Desk Phone 9861, Carbon Black	36	15	
Call Accounting System					
3.	Phonex-Lic	PhonEX ONE system license for up to 575 Extensions Main Reporting Tool (includes 1 data source license)	-	1	
4.	PHO-B	Add-on Budget module for credit limit automatic call barring*	-	1	
5.	PHO-T	Traffic module for concurrent peak and average calls	-	1	
6.	PHO-MAINT- 3Y	3-year maintenance and help desk support for up to 575 Ext.	36	1	

Line Number	Part Number	Description	Service Duration (Months)	Qty	Vendors Response
7.	PhonEXREMOTEINSTL	OEM Professional services: Remote installation and training	-	1	
	Vmware Licenses				
1.	VCF-VSP-STD-8	VMware vSphere Standard 8 - 16 Cores (co-term on contract 52739751)	36	1	
	Operator Headsets				
1.	Headsets	Plantronics headsets	-	17	
	Cisco Catalyst 8300 router				
1.	C8300-2N2S-4T2X	Cisco Catalyst C8300-2N2S-4T2X Router	-	1	
2.	CON-SNT-C8302TNX	SNTC-8X5XNBD Cisco Catalyst C8300	36	1	
3.	MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	-	1	
4.	M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	-	1	
5.	C-RFID-2R	RFID - 2RU for Cisco 8200/8300 Series	-	1	
6.	C8300-RM-19-2R	Cisco Catalyst 8300 Rack mount kit - 19" 2R	-	1	
7.	C8300-NIM-BLANK	NIM Blank for Cisco 8300 Series	-	2	
8.	C8300-SM-BLANK	SM Blank for Cisco 8300 Series	-	2	
9.	C8300-PIM-BLANK	PIM Blank for Cisco 8300 Series	-	1	
10.	C8300-FAN-2R	Cisco Catalyst 8300 Edge Fan Tray, 2RU	-	1	
11.	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	-	1	
12.	C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	-	2	
13.	TE-R-SW	TE agent for IOSXE on Enterprise Routing	-	1	
14.	DNA-C8300-SW	Cisco DNA subscription for C8300 series	-	1	
15.	DNA-P-T1-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 250M (Aggr, 500M)	36	1	
16.	DSTACK-T1-A	Cisco DNA Advantage Stack - upto 250M (Aggr, 500M)	-	1	
17.	NWSTACK-T1-A	Cisco Network Advantage Stack - upto 250M (Aggr, 500M)	-	1	
18.	TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded	-	1	

Line Number	Part Number	Description	Service Duration (Months)	Qty	Vendors Response
19.	SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage	-	1	
20.	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	-	1	
21.	C8300-2N2S-4T2X-PF	C8300-2N2S-4T2X Platform Selection for DNA Subscription	-	1	
22.	IOSXE-AUTO-MODE-PF	IOS XE Autonomous or SD- Routing mode for Unified image	-	1	
23.	SVS-PDNA-ADV	Cisco Support Standard for SW - Tiered DNA Advantage OnPrem	-	1	
24.	C8000-HSEC	U.S. Export Restriction Compliance license for C8000 series	-	1	
25.	SC8KBEUK9-179	UNIVERSAL	-	1	
26.	IOSXE-AUTO-MODE	IOS XE Autonomous or SD- Routing mode for Unified image	-	1	
27.	PWR-CC1-650WAC	Cisco C8300 2RU AC Power supply	-	2	
28.	CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	-	2	
Services					
1.	Technical Training	5 day Offsite training for 5 Technical staff at out of Nairobi in a serene environment	-	1	
2.	User Training	User training on use of the new system. This will be done both virtually and on site.	-	1	
3.	Certification Training	Implementing Cisco Advanced Call Control and Mobility Services in an Internationally Recognized Training Center E.g. Torque IT for 5 KCAA Staff.	-	1	
4.	Implementation	Partner Implementation - One-off	-	1	
5.	SLA support - 3yrs	Partner Skill SLA support - 3yrs The PM to be done 3 Three times in a Year. Total Cost for Three years with unlimited support calls both onsite and online.	-	1	
MANDATORY REQUIREMENTS – PASS/FAIL					

LOT 5(iii):- DETAILS OF SLA FOR INTEGRATED PABX SYSTEM FOR A PERIOD OF THREE (3) YEARS:

Bidders **MUST** respond in writing against **each mandatory SLA technical requirement** clearly showing technical compliance for each specification. Marking compliant/non-compliant (✓) or (X) will be considered **INVALID** and **WILL NOT BE EVALUATED FURTHER**.

No.	Item	Requirement	Bidder's Response
1.	Maintenance and Support Term	The maintenance and support period is three (3) years.	
2.	Active devices to be maintained and supported	<p>The active devices and all their sub-components including but not limited to:</p> <ul style="list-style-type: none"> a) PABX servers-Existing and the new one to be supplied b) Routers-For all stations Connected (Only Configurations for Phones) c) Related peripherals-Phones existing and the ones to be supplied. 	
3.	Preventive Maintenance	<ul style="list-style-type: none"> a. Health checks for all active and passive devices/equipment b. Firmware and software upgrades as applicable c. Equipment/devices cleaning to remove dust and residue accumulation d. Testing of equipment and devices e. Review of logs and alerts for equipment where applicable f. Check for any safety hazards g. Inspection of equipment and removal of zombie devices and loose cabling h. Check any presence of corrosion, dust/residue accumulations, dripping water, unusual equipment noises etc i. Inspect overall cleanliness, temperature levels, ventilation obstructions and access hindrances j. Sign checklists for each device/item. 	
4.	Corrective Maintenance	To be undertaken immediately a maintenance component fails. Where downtime is required, this shall be arranged with the KCAA systems administration team for approval.	
5.	Outage Severity Levels and Required Response Times	<ul style="list-style-type: none"> a. Severity One/Red: KCAA is unable to do their business because of complete or partial system failure. This has a major impact on the KCAA's business operations. <u>Response:</u> The vendor should respond within one (1) hour. A resolution or a workaround should be provided within two (2) hours. b. Severity Two/Orange: The problem has high visibility and impacts on the way KCAA does business. The Unified Communication System is disrupted but not halted. The system performance may be degraded, or functions limited. <u>Response:</u> The vendor should respond within three (3) hours. A resolution or a workaround should be provided within twelve (12) hours. 	

No.	Item	Requirement	Bidder's Response
		<p>c. Severity Three/Green: A single component or several components are affected with or without a work around. The problem may affect KCAA's efficiency but is limited in visibility and does not prevent work from being completed.</p> <p><u>Response:</u> The vendor should respond within twelve (12) hours. A resolution or a workaround should be provided within seventy-two (72) hours.</p>	
6.	Fault Logging Procedure and Reporting	<p>a. The vendor to provide a support service desk email and a telephone number manned 24/7 for logging faults and a fault should be allocated a reference number for ease of tracking.</p> <p>b. Response to faults logs shall be undertaken as per the response times based on severity levels.</p> <p>c. Once a red or orange level fault is resolved, a report should be provided entailing the following: -</p> <ul style="list-style-type: none"> i. The root cause analysis ii. The measures taken to resolve it iii. The measures taken to ensure it does not recur 	
7.	Escalations	<p>The vendor shall provide at least two escalation levels after a fault is reported and left unattended. Phone numbers and email addresses of the escalation levels shall be required. The levels are as follows: -</p> <p>a. Level 0 – Normal helpdesk reporting after a fault.</p> <p>b. Level 1 – Technical manager or service provision manager after the response times for resolution are not met.</p> <p>c. Level 2 – The CEO after the required response times are not met after escalating to level 2.</p>	
8.	Maintenance and Support Services	<p>a. Ensuring a stable and secure unified communication system at all times.</p> <p>b. Maintenance and support should include unified communication equipment and software.</p> <p>c. Assistance in configuration in case of failure of any part of the system/devices.</p> <p>d. Installation and Configuration of new hardware accessories when KCAA acquires them.</p> <p>e. Support and assistance on matters concerning security upgrades and any Service Pack installations.</p> <p>f. Receive, classify, log and track all reported issues and provide case updates until the issues is conclusively resolved.</p> <p>g. Provide urgent security alerts on the version deployed by the client.</p> <p>h. Troubleshooting and provide workarounds assistance where existing system cannot perform some of the tasks.</p> <p>i. Installation and configuration advice to KCAA ICT technical staff.</p> <p>j. Provide trained Technical Support personnel to handle inquiries and problems.</p> <p>k. Provide pro-active maintenance release announcements sent to customers directly.</p> <p>l. Participate in failover and fallback tests for the KCAA remote disaster recovery site.</p>	

No.	Item	Requirement	Bidder's Response
9.	Infrastructure Upgrades	Occasionally the Authority will make plans for replacement of the infrastructure. The vendor will be required to: - a. Make recommendations for infrastructure upgrades to KCAA. b. Undertaking infrastructure upgrades as requested by KCAA.	
10.	SLA Costs	All costs pertaining to the preventive maintenance shall be borne by the vendor. These include: - a. Materials required for preventive maintenance e.g. cleaning agents etc. b. All equipment required for the SLA like blowers, drills, brushes et al. c. Costs of facilitation and transportation of vendor's staff and equipment to the site. d. Any site access related costs charged by KAA or any other Government Agency.	
11.	SLA Payments	Payments pertaining the three-year SLA shall be paid annually in arrears, invoicing and provision of SLA (maintenance and support) reports applicable for the payment period.	
12.	Sample SLA	The vendor shall provide a sample SLA that meets all the above provisions for adoption in the contract.	

FINANCIAL EVALUATION:

The winning bidder will be the lowest evaluated responsive bidder having been substantially responsive to the bidding document among those who will have passed the mandatory preliminary evaluation and mandatory technical evaluation as outlined above on the THREE Lots except where other conditions are not met as specified in the tender document.

NOTE: The award of tender will be based on EACH LOT on the lowest evaluated responsive bidders from the Five lots.

SECTION IV - TENDERING FORMS

The bidder shall be required to fill the following forms attached.

1. Duly filled, signed and stamped Form of Tender
2. Submit duly filled and signed confidential questionnaire
3. Submit a duly filled and signed Certificate of Independent Tender Determination.
4. Submit a duly filled and signed Self Declaration of the Tenderer (Form SD1 & SDA2)
5. Declaration and commitment to the code of ethics.
6. Tender information form
7. Price schedules

1 FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
 - a) *Tenderer's Eligibility-Confidential Business Questionnaire*
 - b) *Certificate of Independent Tender Determination*
 - c) *Self-Declaration of the Tenderer*

Date of this Tender submission: _____ [insert date (as day, month and year) of Tender submission]

ITT No.: _____ [insert number of ITT process]

Alternative No.: _____ [insert identification No if this is a Tender for an alternative] To: _____ [insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;
- d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the tendering document of the following: [insert a brief description of the Non-Consulting Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is: [Insert one of the options below as appropriate]

Option 1, in case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];

Or

Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: [Specify in detail each discount offered.]
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1 (as amended if applicable)), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITT 4.6]*;
- g) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, & gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- a) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.
- l) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- m) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ *(specify website)* during the procurement process and the execution of any resulting contract.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
 - i) Tenderer's Eligibility; Confidential Business Questionnaire—to establish we are not in any conflict of interest.
 - ii) Certificate of Independent Tender Determination—to declare that we completed the tender without colluding with other tenderers.
 - iii) Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in "**Appendix 1- Fraud and Corruption**" attached to the Form of Tender.

Name of the Tenderer:..... *[*insert complete name of person signing the Tender*]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:..... **[*insert complete name of person duly authorized to sign the Tender*]

Title of the person signing the Tender:..... [*insert complete title of the person signing the Tender*]

Signature of the person named above:[*insert signature of person whose name and capacity are shown above*]

Date signed..... [*insert date of signing*] **day of**[*insert month*], [*insert year*]

2 TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) **Sole Proprietor**, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company**, provide the following details.

- i) Private or public Company _____
- ii) State the nominal and issued capital of the Company-
 - Nominal Kenya Shillings (Equivalent)
 - Issued Kenya Shillings (Equivalent)
- iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

- i) Are there any person/persons in..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation _____

(Signature)

(Date)

3. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____
_____*[Name of Procuring Entity]* for: _____
_____*[Name and number of tender]* in response to the request for tenders made
by: _____*[Name of Tenderer]* do hereby make the following statements that I
certify to be true and complete in every respect:

I certify, on behalf of _____*[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

4. SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

..... (Title) (Signature) (Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,of P. O. Box.....being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....
.....(insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

5. DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I,.....(person) on behalf of (*Name of the Business/ Company/Firm*) declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

ii) **APPENDIX1-FRAUDANDCORRUPTION**

(Appendix 1 shall not be modified)

1. Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1above.

2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted be low highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

3. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -

- a) Shall not take part in the procurement proceedings;
- b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
- c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the a warding officer. etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v) “obstructive practice” is:
 - a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - b) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
 - c) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

“fraudulent practice” includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
 - c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹ For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and rendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the

Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/ audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/ audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

6. TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:..... *[insert date (as day, month and year) of Tender submission]*

ITT No.:..... *[insert number of Tendering process]*

Alternative No:..... *[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name: *[insert Tenderer's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Tenderer's year of registration: *[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration: *[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information

Name: *[insert Authorized Representative's name]*

Address..... *[insert Authorized Representative's Address]*

Telephone:..... *[insert Authorized Representative's telephone/fax numbers]*

Email Address:..... *[insert Authorized Representative's email address]*

7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*

Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.

In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT

- 4.1. In case of state-owned enterprise or institution, in accordance with ITT4.6 documents

establishing:

i) Legal and financial autonomy

ii) Operation under commercial law

iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity

A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

LOT 1 - PRICE SCHEDULE.

TENDER NUMBER: - KCAA/019/2025-2026.

Table 1 – LOT 1 (i): Price Schedule for Supply, Delivery, Configuration, Testing and Commissioning of Two (2) High Availability Primary Data Centre Switches and laptops:

NO	Description of Services	Unit	Quantity and physical unit	Unit price in Kshs	Total Price
1.	High Availability switches (N9K-C93180YC-FX3)	No	2		
2.	Accessories	Lot	1		
3.	Professional services	Lot	1		
4.	Knowledge transfer (capacity training for Six (6) ICT staff	No	6		
5.	CCNA certification training for two(2) staff	No	2		
6.	Supply, delivery of Two (2) Laptops as per specifications	No	2		
7.	SLA for a period of three (3) years	Years	3		
	Include capacity building Levy of 0.03% of the total contract sum				
	Include Value Added Tax				
	Total Tender Price for Supply, Delivery, Configuration, Testing and Commissioning of Two (2) High Availability Primary Data Centre Switches and Laptops on LOT 1 MUST be Inclusive of All Applicable levies and taxes and to be transferred to summary table 10 below for under LOT 1.				

PLEASE NOTE AND COMPLY WITH THE FOLLOWING:

- i. All bidders indicate the LOT being quoted for.
- ii. Each LOT must have all the items quoted for it to be considered responsive
- iii. The contract will be awarded on each LOT to the lowest evaluated responsive bidders from each of the three LOTs.
- iv. Training/Knowledge transfer should be quoted alongside the applicable LOTs.
- v. In case of discrepancy between unit price and total, the unit price shall prevail.
- vi. Bidders must indicate prices in Kenya Shillings

Authorized Official:

Name

Signature, date and official stamp

LOT 2 (i): PRICE SCHEDULE:

TABLE 2(i) - SUMMARY OF PRICE SCHEDULE FOR UPGRADE OF JKIA CONTROL TOWER LAN.

Item No	Item Description	Specifications Required	Qty	Unit	Unit cost	Total Cost
1.	PUL6X04WH-HEG	The TX6A™ Cat 6A U/UTP copper cable is constructed of 23 AWG copper conductors with HDPE insulation.	20	No		
2.	UTP28X3MOR	CAT 6A performance UTP patch chord T568B, CM/LSZH,28AWG solid cable 3 Meters	150	No		
3.	UTP28X1MOR	CAT 6A performance UTP patch chord T568B,CM/LSZH,28AWG solid cable 1 Meters	150	No		
4.	CJ6X88TGAW	The Mini-Com® Cat 6A UTP RJ45 TG Jack Module is designed to terminate 4-pair,	240	No		
5.	CFPUKS2SAWY	2 Port Sloped Face Plate - Bezel Kit, 86x86mm, UK, Arctic White (Mini Com Faceplate Frame With 1/2-Size Sloped Shuttered Insert, Accepts Two Mini Com Modules, Includes Label and Label Cover	120	No		
6.	CPA24BLY	Patch Panel, 48 Port, Angular Modular Flush Mount, shielded	3	No		
7.	TLBP1S-V	Air Sealing Accessory (Cabinets) - Tool-Less Blanking Panel, 1 RU, Square Hole	12	No		
8.		50 pair Voice cable	30	No		
9.	WMPFSE	Patch Link® Horizontal Cable Manager. Front Only Cover, ABS, 1RU, Black, 1pc, Black 1.7"H x 19.0"W x 3.7"D Horizontal Cable Manager	8	No		
10.		Multi Mode Fiber 4 Core	100	No		
11.		LC-LC MM Fiber Patch panel	2	No		
12.		fiber transceiver media converter	2	No		
13.	USE650	Shelf with Ears 650mm depth for 800/1000 Deep Cabinets	3	No		
14.	FCP3-RACK	Fiber Connect Drawer, fixed tray black,1rms	2	No		
15.	Local	2 Compartment Trunking Brilliant white 250MM x 50MM x2.44MM	5	No		
16.	Local	2 Compartment Trunking Brilliant white 100MM x 50MM x2.44MM	10	No		
17.	Local	Accessories i.e. Fischer plugs,metallic Knock outs,labels,steel tapes, Insulations tapes,velcro tapes,floortrunking,conduits	1	Lot		
18.	Installation Cost	Laying new Cat 6A UTP cables from the new Rack to workstations, Termination, Fluke Testing, Labelling and Documentation. (LLD to be provided).	1	Lot		
Include capacity building Levy of 0.03% of the total contract sum						
Include Value Added Tax						
Total Tender Price for upgrade of JKIA control tower LAN to be transferred to Grand Summary table 6 below under LOT 2 Total Costs MUST be Inclusive of All Applicable Levies and Taxes.						

PLEASE NOTE AND COMPLY WITH THE FOLLOWING:

- i. All bidders indicate the LOT being quoted for.
- ii. Each LOT must have all the items quoted for it to be considered responsive
- iii. The contract will be awarded on each LOT to the lowest evaluated responsive bidders from each of the three LOTs.
- iv. Training/Knowledge transfer should be quoted alongside the applicable LOTs.
- v. In case of discrepancy between unit price and total, the unit price shall prevail.
- vi. Bidders must indicate prices in Kenya Shillings

Authorized Official:

Name

Signature, date and official stamp

LOT 2 (ii): PRICE SCHEDULE:

TABLE 3: UPGRADE OF MUA HILLS RADAR STATION LAN

Item	Code	Item Description	No	Unit	Unit price	Total Price in Ksh
1.	NFL6X04BU-FEG	Copper Cable, Cat 6A, 4-Pair, 24 AWG, F/UTP, LSZH-1 and -3, Dca-s2- d2-a1, Blue, Euro pallet, 1000ft/305m reel	1	Box	1	
2.	NK6X88MIG	Category 6A Net-Key Punch-down Module, IG - Panduit NetKey OR Equivalent.	26	No	26	
3.	CBEWH-2GY	Faceplate Frame, Double Gang, Executive, White	10	No	10	
4.	SKPP24BL	Keystone shielded 24 port patch panel, 1 RU	10	No	10	
5.	WMPSE	Patch-Link™ Horizontal Single-Sided Manager, 1RU, 3.7 in. Depth (cable Manager)	2	No	2	
6.	STP6X1MIG	Female Disconnect, nylon fully insulated, 12 - 10 AWG, .250 x .032 tab size, funnel entry – (1M) Panduit or Equivalent	13	No	13	
7.	STP6X3MIG	Copper Patch Cord, Cat 6A, Intl Gray S/FTP Cable, 3m	13	No	13	
8.		100 x 50 mm metal trunking	18	Mtrs	18	
9.		100 x 50 mm metal trunking-Single knockout	26	Mtrs	26	
10.		Installation accessories	1	Lot	1	
11.		Installation Charges/civil works(drilling of mason wall)	1	Lot	1	
Include capacity building Levy of 0.03% of the total contract sum						
Include Value Added Tax						
Total Tender Price for upgrade Mua Hills LAN to be transferred to Grand Summary table 6 below under LOT 2 Total Costs MUST be Inclusive of All Applicable Levies and Taxes.						

LOT 2 (iii): PRICE SCHEDULE:

TABLE 4: UPGRADE OF POROR RADAR STATION LAN

Item	Code	Item Description	Unit	Qty	Unit Price	Total Price in Kshs
1	NFL6X04BU-FEG	Copper Cable, Cat 6A, 4-Pair, 24 AWG, F/UTP, LSZH-1 and -3, Dca-s2- d2-a1, Blue, Euro pallet, 1000ft/305m reel	Box	1		
2	NK6X88MIG	Category 6A Net-Key Punch-down Module, IG - Panduit NetKey OR Equivalent.	No	30		
3	CBEWH-2GY	Faceplate Frame, Double Gang, Executive, White	No	15		
4	SKPP24BL	Keystone shielded 24 port patch panel, 1 RU	No	2		
5	WMPSE	Patch-Link™ Horizontal Single-Sided Manager, 1RU, 3.7 in. Depth (cable Manager)	No	2		
6	STP6X1MIG	Female Disconnect, nylon fully insulated, 12 - 10 AWG, .250 x .032 tab size, funnel entry – (1M) Panduit patch cords or Equivalent	No	30		
7	STP6X3MIG	Copper Patch Cord, Cat 6A, Intl Gray S/FTP Cable, 3m	No	30		
8		100 x 50 mm metal trunking	Mtrs	110		
9		100 x 50 mm metal trunking-Single knockout	Mtrs	15		
11		Installation accessories	Lot	1		
12		Installation Charges	Lot	1		
Include capacity building Levy of 0.03% of the total contract sum						
Include Value Added Tax						
Total Tender Price for upgrade of Poror Radar Station LAN to be transferred to Grand Summary table 6 below under LOT 2 Total Costs MUST be Inclusive of All Applicable Levies and Taxes.						

LOT 2 (iv): PRICE SCHEDULE:

TABLE 5: UPGRADE OF WAJIR STATION LAN

Item	Code	Item Description	Unit	Qty	Unit Price	Total cost
1	NFL6X04BU-FEG	Copper Cable, Cat 6A, 4-Pair, 24 AWG, F/UTP, LSZH-1 and -3, Dca-s2- d2-a1, Blue, Euro pallet, 1000ft/305m reel	Box	2		
2	NK6X88MIG	Category 6A Net-Key Punch-down Module, IG - Panduit NetKey OR Equivalent.	No	60		
3	CBEWH-2GY	Faceplate Frame, Double Gang, Executive, White	No	30		
4	SKPP24BL	Keystone shielded 24 port patch panel, 1 RU	No	2		
5	WMPSE	Patch-Link™ Horizontal Single-Sided Manager, 1RU, 3.7 in. Depth (cable Manager)	No	2		
6	STP6X1MIG	Female Disconnect, nylon fully insulated, 12 - 10 AWG, .250 x .032 tab size, funnel entry - (1M) Panduit patch cords or Equivalent	No	60		
7	STP6X3MIG	Copper Patch Cord, Cat 6A, Intl Gray S/FTP Cable, 3m	No	60		
	UPS	Rack mount 2 KVA Smart Tripple UPS or Equivalent.	No	1		
8		100 x 50 mm metal trunking	Mtrs	110		
9		100 x 50 mm metal trunking-Single knockout	Mtrs	40		
Include capacity building Levy of 0.03% of the total contract sum						
Include Value Added Tax						
Total Tender Price for upgrade of Wajir Station LAN to be transferred to Grand Summary table 6 below under LOT 2 Total Costs MUST be Inclusive of All Applicable Levies and Taxes.						

LOT 2 SUMMARY PRICE SCHEDULE

TABLE 6: SUMMARY PRICE SCHEDULE FOR UPGRADE OF LOCAL AREA NETWORK (LAN) AND STRUCTURED CABLING FOR HQS, JKIA, MUA HILLS, POROR AND WAJIR STATIONS.

NO	ITEM DESCRIPTION	TOTAL COST ALL APPLICABLE TAXES INCLUSIVE – KSHS.
1.	LOT 2 (i) :- Upgrade of JKIA LAN.	
2.	LOT 2(ii) :- Upgrade of MUA HILLS LAN.	
3.	LOT 2(iii) :- Upgrade of POROR LAN.	
4.	LOT 2(iv) :- Upgrade of WAJIR LAN.	
TOTAL PRICE FOR THE 4 STATIONS		
Include capacity building Levy of 0.03% of the total contract sum		
Total Tender Price for upgrade of LAN for JKIA, MUA HILLS, POROR AND WAJIR to be transferred to Grand Summary table 10 below under LOT 2. Total Costs MUST be Inclusive of All Applicable Levies and Taxes.		

PLEASE NOTE AND COMPLY WITH THE FOLLOWING:

- i. All bidders indicate the LOT being quoted for.
- ii. Each LOT must have all the items quoted for it to be considered responsive
- iii. The contract will be awarded on each LOT to the lowest evaluated responsive bidders from each of the three LOTs.
- iv. Training/Knowledge transfer should be quoted alongside the applicable LOTs.
- v. In case of discrepancy between unit price and total, the unit price shall prevail.
- vi. Bidders must indicate prices in Kenya Shillings

Authorized Official:

Name

Signature, date and official stamp

LOT 3: PRICE SCHEDULE FOR EASA LAN.

Table 7: PRICE SCHEDULE FOR LOT 3: PROCUREMENT OF SERVICES FOR EXTENSION OF LAN TO THE CHAPEL AND CHINA BLOCKS:

No	Item Description	Quantity	Unit cost Kshs.	Total Cost Kshs.
1.	9300L 48p PoE, Network Essentials, 4x10G Uplink (C9300L-48P-4X-E) with Cisco DNA Essentials, three (3 year term license.	2		
2.	Rack mount 2 KVA Smart UPS	1		
3.	Ruckus R850 WIFI AP	10		
4.	Double Data points	20		
5.	Double Power points	20		
6.	Metal trunking	Lot		
7.	CAT6a Panduit cables	Lot		
8.	2.5 mm Power cables	Lot		
9.	22U Cabinet	1		
10.	Patrice box	60		
11.	Flex conduits	Lot		
12.	5m patch codes	3		
13.	3m patch codes	5		
14.	1m patch codes	5		
15.	Fiber uplinks – 1000m and 500m single mode 8 core fiber cable.	2		
16.	Civil works	Lot		
17.	Networking and power accessories	Lot		
18.	UTP Patch panel – 48 ports	1		
19.	Fiber patch panel	2		
20.	SFP Modules	8		
21.	Cable managers	Lot		
22.	Documentation and labelling	Lot		
23.	Miscellaneous costs	Lot		
24.	Professional services	Lot		
25.	Certification training	Lot		
26.	Knowledge transfer	Lot		
Include capacity building Levy of 0.03% of the total contract sum				
Include Value Added Tax				
Total Tender Price for EASA. To be transferred to Grand Summary table 10 below. Total Costs MUST be Inclusive of All Applicable Taxes.				

PLEASE NOTE AND COMPLY WITH THE FOLLOWING:

- i. All bidders indicate the LOT being quoted for.
- ii. Each LOT must have all the items quoted for it to be considered responsive
- iii. The contract will be awarded on each LOT to the lowest evaluated responsive bidders from each of the three LOTs.
- iv. Training/Knowledge transfer should be quoted alongside the applicable LOTs.
- v. In case of discrepancy between unit price and total, the unit price shall prevail.
- vi. Bidders must indicate prices in Kenya Shillings

Authorized Official:

Name

Signature, date and official stamp

LOT 4: PRICE SCHEDULE FOR CHECKPOINT FIREWALL.

TABLE 8: PRICE SCHEDULE FOR LOT 4: CHECKPOINT FIREWALL

No	Description	COST IN KSHS.			
		Unit	Year1	Year2	Year3
1	Quantum Force 9800 Plus Appliance with 2 Virtual Systems and SandBlast subscription package for year 1 including all Accessories and Direct Premium Support	2		N/A	N/A
2	Year 2 - Renewal of Checkpoint 9800 SNBT Package Licenses with Direct premium support	2	N/A		N/A
3	Year 3 - Renewal of Checkpoint 9800 SNBT Package Licenses with Direct premium support	2	N/A	N/A	
4	Quantum Force 9400 Plus Appliance with 2 Virtual Systems and SandBlast subscription package for year 1 including all Accessories and Direct Premium Support	2		N/A	N/A
5	Year 2 - Renewal of Checkpoint 9400 SNBT Package Licenses with Direct premium support	2	N/A		N/A
6	Year 3 - Renewal of Checkpoint 9400 SNBT Package Licenses with Direct premium support	2	N/A	N/A	
7	Security Management Complete Package Software for 10 gateways with Direct Premium Support	1		N/A	N/A
8	Year 2 - Renewal of Checkpoint Security Management Complete Package Licenses with Direct premium support	1	N/A		N/A
9	Year 3 - Renewal of Checkpoint Security Management Complete Package Licenses with Direct premium support	1	N/A	N/A	
10	Endpoint Access Control package subscription for 3 years. Provides endpoint firewall and VPN remote access with Direct Premium Support	100		N/A	N/A
11	Year 2 - Renewal of Checkpoint Endpoint Access Package and Direct Premium Support	100	N/A		N/A
12	Year 3 - Renewal of Checkpoint Endpoint Access Package and Direct Premium Support	100	N/A	N/A	
13	Installation, Migration and Commissioning at HQ, EASA & RDRS Mombasa. This shall include migration from third party firewall to checkpoint.	LOT		N/A	N/A
14	Local maintenance and support. This shall include onsite Quarterly preventive maintenance at HQ, EASA & RDRS Mombasa	3 years			
15	Certified technical training - CCSA & CCSE	6 Staff		N/A	N/A
16	Operational Training & Knowledge transfer	6 Staff		N/A	N/A
18	Miscellaneous/Any other charges - indicate	LOT			
<u>Sub Total</u>					
<u>PPRA Levy 0.03%</u>					
<u>VAT 16%</u>					
Total - Inclusive Taxes (To be transferred to the Form of Tender as per table 10 below.					

PLEASE NOTE AND COMPLY WITH THE FOLLOWING:

- i. All bidders indicate the LOT being quoted for.
- ii. Each LOT must have all the items quoted for it to be considered responsive
- iii. The contract will be awarded on each LOT to the lowest evaluated responsive bidders from each of the three LOTs.
- iv. Training/Knowledge transfer should be quoted alongside the applicable LOTs.
- v. In case of discrepancy between unit price and total, the unit price shall prevail.
- vi. Bidders must indicate prices in Kenya Shillings

Authorized Official:

Name

Signature, date and official stamp

LOT 5: PRICE SCHEDULE FOR PABX SYSTEM.

TABLE 9: PRICE SCHEDULE FOR LOT 5: INTEGRATED PABX SYSTEM FOR EASA AND EASA WILSON AIRPORT CAMPUS:

LOT 5: PRICE SCHEDULE FOR PABX SYSTEM					
Line Number	Part Number	Description	Service Duration (Months)	Qty	Price
Cisco CUCM Licenses					
1.	A-FLEX-3	Collaboration Flex Plan 3.0	36	1	
2.	SVS-FLEX-SUPT-BAS	Cisco Support Standard	36	120	
3.	A-FLEX-NUPL-E	NU On-Premises Calling Enhanced	-	120	
4.	A-FLEX-EXPWY-E	Enable Expressway-E Feature Set	-	2	
5.	A-FLEX-EXPWY-SER	Enable Expressway Series Feature Set (1)	-	2	
6.	A-FLEX-SRST-E	SRST Endpoints (1)	-	120	
7.	A-FLEX-P-ENH	Enhanced Smart License (1)	-	120	
8.	A-FLEX-P-ER	Emergency Responder Smart License (1)	-	120	
9.	A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	-	1	
10.	A-FLEX-EXP-KEY	Expressway Release Key (1)	-	2	
11.	A-FLEX-SPCHCON	SpeechConnect Smart License (1)	-	2	
12.	A-FLEX-FILESTG-ENT	File Storage Entitlement	-	2400	
13.	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	-	120	
14.	A-FLEX-MSG-NU-ENT	Messaging Named User Entitlement (1)	-	120	
15.	A-FLEX-SW-15-K9	On-Premises SW Bundle v15	-	1	
16.	A-FLEX-CUAC-A	Unified Attendant Console Advanced	-	2	
Cisco UCS Collaboration Server					
17.	BE6K-M7-K9	Cisco Business Edition 6000 (M7) Appliance, Export Restr SW	-	1	
18.	CON-SNT-BE6KM7K9	SNTC-8X5XNBD Cisco Business Edition 6000 (M7) Appliance	36	1	
19.	CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	-	2	
20.	GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	-	2	
21.	VIRT-LIC-NONE	Virtualization SW+Lic required but NOT included	-	1	
22.	BE6K-CPU-M7	Intel I4510T 2.0GHz/115W 12C/30MB DDR5 4400MT/s	-	1	
23.	BECE-RAM-M7	16GB DDR5-5600 RDIMM 1Rx8 (16Gb)	-	4	
24.	BE6CE-RAIDCTRLR-M7	24G Tri-Mode M1 RAID Controller w/4GB FBWC 16Drv	-	1	
25.	BECE-DISK-M7	600GB 12G SAS 10K RPM SFF HDD	-	6	
26.	BECE-OCPNIC-M7	Intel X710T2LOCPV3G1L 2x10GbE RJ45 OCP3.0 NIC	-	1	
27.	BECE-MLOMNICKIT-M7	C2XX OCP 3.0 Interposer W/Mech Assy	-	1	
28.	BE6CE-PCIERISR1-M7	UCS C-Series M7 1U Riser 1A PCIe Gen4 x16 HH	-	1	
29.	BECE-PCIENIC-M7	Intel X710 quad-port 10G SFP+ NIC	-	1	
30.	BECE-PSU-M7	1200w AC Titanium Power Supply for C-series Rack Servers	-	2	
31.	BECE-TPM-M7	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	-	1	
Cisco Desk phones Entry Level					
32.	DP-9841-K9=	Cisco Desk Phone 9841, Carbon Black	-	120	
33.	CON-SNT-DP9841K9	SNTC-8X5XNBD Cisco Desk Phone 9841, Carbon Black	36	120	
Cisco Deskphones - Operator Level					
34.	DP-9851-K9=	Cisco Desk Phone 9851, Carbon Black	-	17	

LOT 5: PRICE SCHEDULE FOR PABX SYSTEM					
Line Number	Part Number	Description	Service Duration (Months)	Qty	Price
35.	CON-SNT-DP9851K9	SNTC-8X5XNBD Cisco Desk Phone 9851, Carbon Black	36	17	
36.	DP-9800-KEM=	Cisco Desk Phone 9800 Key Expansion Module, Carbon Black	-	17	
37.	CON-SNT-DP9KE8MA	SNTC-8X5XNBD Cisco Desk Phone 9800 Key Expansion Modu	36	17	
Cisco Deskphones - Executive & PA					
38.	DP-9861-K9=	Cisco Desk Phone 9861, Carbon Black	-	15	
39.	CON-SNT-DP9861K9	SNTC-8X5XNBD Cisco Desk Phone 9861, Carbon Black	36	15	
Call Accounting System					
40.	Phonex-Lic	PhonEX ONE system license for up to 575 Extensions Main Reporting Tool (includes 1 data source license)	-	1	
41.	PHO-B	Add-on Budget module for credit limit automatic call barring*	-	1	
42.	PHO-T	Traffic module for concurrent peak and average calls	-	1	
43.	PHO-MAINT- 3Y	3-year maintenance and help desk support for up to 575 Ext.	36	1	
44.	PhonEXREMOTEINSTL	OEM Professional services: Remote installation and training	-	1	
Vmware Licenses					
45.	VCF-VSP-STD-8	VMware vSphere Standard 8 - 16 Cores (co-term on contract 52739751)	36	1	
Operator Headsets					
46.	Headsets	Plantronics headsets	-	17	
Cisco Catalyst 8300 router					
47.	C8300-2N2S-4T2X	Cisco Catalyst C8300-2N2S-4T2X Router	-	1	
48.	CON-SNT-C8302TNX	SNTC-8X5XNBD Cisco Catalyst C8300	36	1	
49.	MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	-	1	
50.	M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	-	1	
51.	C-RFID-2R	RFID - 2RU for Cisco 8200/8300 Series	-	1	
52.	C8300-RM-19-2R	Cisco Catalyst 8300 Rack mount kit - 19" 2R	-	1	
53.	C8300-NIM-BLANK	NIM Blank for Cisco 8300 Series	-	2	
54.	C8300-SM-BLANK	SM Blank for Cisco 8300 Series	-	2	
55.	C8300-PIM-BLANK	PIM Blank for Cisco 8300 Series	-	1	
56.	C8300-FAN-2R	Cisco Catalyst 8300 Edge Fan Tray, 2RU	-	1	
57.	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	-	1	
58.	C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	-	2	
59.	TE-R-SW	TE agent for IOSXE on Enterprise Routing	-	1	
60.	DNA-C8300-SW	Cisco DNA subscription for C8300 series	-	1	
61.	DNA-P-T1-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 250M (Aggr, 500M)	36	1	
62.	DSTACK-T1-A	Cisco DNA Advantage Stack - upto 250M (Aggr, 500M)	-	1	
63.	NWSTACK-T1-A	Cisco Network Advantage Stack - upto 250M (Aggr, 500M)	-	1	
64.	TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded	-	1	
65.	SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage	-	1	
66.	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	-	1	

LOT 5: PRICE SCHEDULE FOR PABX SYSTEM					
Line Number	Part Number	Description	Service Duration (Months)	Qty	Price
67.	C83-2N2S-4T2X-PF	C8300-2N2S-4T2X Platform Selection for DNA Subscription	-	1	
68.	IOSXE-AUTO-MODE-PF	IOS XE Autonomous or SD-Routing mode for Unified image	-	1	
69.	SVS-PDNA-ADV	Cisco Support Standard for SW - Tiered DNA Advantage OnPrem	-	1	
70.	C8000-HSEC	U.S. Export Restriction Compliance license for C8000 series	-	1	
71.	SC8KBEUK9-179	UNIVERSAL	-	1	
72.	IOSXE-AUTO-MODE	IOS XE Autonomous or SD-Routing mode for Unified image	-	1	
73.	PWR-CC1-650WAC	Cisco C8300 2RU AC Power supply	-	2	
74.	CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	-	2	
Services					
75.	Training	5-day Offsite training for 5 Technical staff and onsite training for 15 operators in Each station. Vendor to cater for all associated Costs. Vendor to Cater for all associated costs-Fees, Air tickets/mileage allowance and Subsistence allowances.	-	1	
76.	Certification Training	Implementing Cisco Advanced Call Control and Mobility Services training in an Internationally Recognized Training Center E.g. Torque IT for 5 KCAA Staff. Vendor to Cater for all associated costs-Fees, Air tickets and insurance and Subsistence allowances estimated at \$450 PP PD	-	1	
77.	Implementation/installation Cost	Partner Implementation - One-off	-	1	
78.	SLA support - 3yrs	Partner Skill SLA support - 3yrs The PM to be done 3 Three times in a Year. Total Cost for Three years with unlimited support calls both onsite and online.	-	1	
Include capacity building Levy of 0.03% of the total contract sum					
Include Value Added Tax					
Total Tender Price for EASA PABX System. To be transferred to Grand Summary table 10 below. Total Costs MUST be Inclusive of All Applicable Levies and Taxes					

PLEASE NOTE AND COMPLY WITH THE FOLLOWING:

- i. All bidders indicate the LOT being quoted for.
- ii. Each LOT must have all the items quoted for it to be considered responsive
- iii. The contract will be awarded on each LOT to the lowest evaluated responsive bidders from each of the three LOTs.
- iv. Training/Knowledge transfer should be quoted alongside the applicable LOTs.
- v. In case of discrepancy between unit price and total, the unit price shall prevail.
- vi. Bidders must indicate prices in Kenya Shillings

Authorized Official:

Name

Signature, date and official stamp

TABLE 10: GRAND SUMMARY COST FOR TABLE 1 AND 6 TO 9 ABOVE TO BE ADDED INCLUSIVE OF ALL LEVIES AND TAXES AND TRANSFERRED TO FORM OF TENDER.

SUMMARY PRICE SCHEDULE FOR ALL THE FIVE LOTS.

NO	ITEM DESCRIPTION	TOTAL COST ALL APPLICABLE TAXES INCLUSIVE – KSHS.
5.	LOT 1 :- Supply, Delivery, Configuration, Testing and Commissioning of High Availability Primary Data Centre Switches and 2 Laptops	
6.	LOT 2 : Total costs for Upgrade of Local area Network (LAN) & structured cabling at JKIA & Wajir Airport, Mua hills and Poror radar stations (Total from summary table 6).	
7.	LOT 3 : Total costs for Extension of LAN Infrastructure to China block and the Chapel at the East African School of Aviation (EASA)	
8.	LOT 4: Total costs for Checkpoint Firewall	
9.	LOT 5: Total costs for the PABX System	
10.	GRAND TOTAL COSTS INCLUSIVE OF ALL APPLICABLE LEVIES AND TAXES TO BE TRANSFERRED TO THE FORM OF TENDER FOR EACH LOT QUOTED.	

PLEASE NOTE AND COMPLY WITH THE FOLLOWING:

- i. All bidders indicate the LOT being quoted for.
- ii. Each LOT must have all the items quoted for it to be considered responsive
- iii. The contract will be awarded on each LOT to the lowest evaluated responsive bidders from each of the three LOTs.
- iv. Training/Knowledge transfer should be quoted alongside the applicable LOTs.
- v. In case of discrepancy between unit price and total, the unit price shall prevail.
- vi. Bidders must indicate prices in Kenya Shillings

Authorized Official:

Name

Signature, date and official stamp

7. NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]

For the attention of Tenderer's Authorized Representative

Name: [insert Authorized Representative's name]

Address: [insert Authorized Representative's Address]

Telephone numbers: [insert Authorized Representative's telephone/fax numbers]

Email Address: [insert Authorized Representative's email address]

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [email/fax] on [date] (local time)

Procuring Entity: [insert the name of the Procuring Entity]

Contract title: [insert the name of the contract]

ITT No: [insert ITT reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

I). The successful Tenderer

Name:	[insert name of successful Tenderer]
Address:	[insert address of the successful Tenderer]
Contract price:	[insert contract price of the successful Tender]

ii). Other Tenderers [INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]

	Tender price	Evaluated Tender price (if applicable)
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]

iii). How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3)Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention:[insert full name of person, if applicable]

Title/position:[insert title/position]

Agency:[insert name of Procuring Entity]

Email address:..... [insert email address]

If your request for a debriefing is received within the3Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

iv. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention:.....[insert full name of person, if applicable]

Title/position:..... [insert title/position]

Agency:[insert name of Procuring Entity]

Email address:..... [insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Stand still Period and received by us before the Stand still Period ends. In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at info@ppra.go.ke or complaints@ppra.go.ke)

v). Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

8. NOTIFICATION OF AWARD -FORM OF ACCEPTANCE

[Form head paper of the Procuring Entity]

.....*[date]*

To:.....*[name and address of the Service Provider]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed

AuthorizedSignature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

9. FORM OF CONTRACT

[Form head paper of the Procuring

Entity] LUMP SUM

REMUNERATION

This CONTRACT(herein after called the “Contract”) is made the [day] day of the month of[month],[year], between, on the one hand,[name of Procuring Entity](herein after called the “Procuring Entity”) and, on the other hand, [name of Service Provider](hereinafter called the“ Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows:“...(herein after called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be be jointly and severally liable to the Procuring Entity for all the Service Provider's obligations under this Contract, namely, [name of Service Provider]and[name of Service Provider](herein after called the “Service Provider”).]

WHEREAS

- i) The Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the “Services”);
- ii) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) The Form of Acceptance;
 - b) The Service Provider's Tender
 - c) The Special Conditions of Contract;
 - d) The General Conditions of Contract;
 - e) The Specifications;
 - f) The Priced Activity Schedule; and
 - g) The following Appendices: **[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]**

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Subcontractors

Appendix D: Breakdown of Contract

Price

Appendix E: Services and Facilities Provided by the Procuring Entity

2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
 - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

INWITNESSWHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ [name of Procuring Entity]

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note :If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

.....*[name of member]*

.....*[Authorized Representative]*

.....*[name of member]*

.....*[Authorized Representative]*

PART II – PROCURING ENTITY'S REQUIREMENTS

SECTION VII - ACTIVITY SCHEDULE

Introduction

The Kenya Civil Aviation Authority (KCAA) is mandated to ensure the provision of safe, efficient, secure, and reliable air navigation services across the country. To support these core functions, the Authority has invested heavily in Information and Communication Technology (ICT) infrastructure, including Primary Data Centre and Remote Recovery site) and enterprise systems that provide critical operational and administrative support.

In line with the increasing demand for resilient ICT systems and improved service delivery, there is a need to procure services and solutions to strengthen KCAA's ICT infrastructure. The proposed procurement has been packaged into the following lots:

Lot 1:

- a)** Supply, Delivery, Configuration, Testing and Commissioning of High Availability Primary Data Centre Switches .
- b)** Supply of two (2) Network administration Laptops .

Lot 2: Upgrade of Local area Network (LAN) & structured cabling at JKIA & Wajir Airport, Mua Hills and Poror Radar stations.

Lot 3: Extension of LAN Infrastructure to China block and the Chapel at the East African School of Aviation (EASA).

Lot 4: Checkpoint Fire wall

Lot 5: PABX System at EASA and EASA Wilson Airport.

TECHNICAL SPECIFICATIONS FOR THE TWO (2) HIGH AVAILABILITY SWITCHES

All bidders **MUST** respond in writing against **each technical requirement** clearly showing technical compliance for each specification against their **brochure with references**. Marking compliant/non-compliant (✓) or (X) will be considered **INVALID** and **WILL NOT BE EVALUATED**. **ALL REQUIREMENTS ARE MANDATORY**.

Technical Specifications for the Nexus N9K-C93180YC-FX3 (Quantity – 2)		
Part Number	Description	
PR ACI SERVER LEAFS		
N9K-C93180YC-FX3	Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec, SyncE	
CON-SSSNT-N9KC93X3	SOLN SUPP 8X5XNBD Nexus 9300 48p 1/10/25G, 6p 40/100G, MAC	
NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	
MODE-ACI-LEAF	Mode selection between ACI and NXOS	
ACI-N9KDK9-16.0	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 16.0	
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	
NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	
NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	
NXA-PAC-650W-PE	Nexus NEBs AC 650W PSU - Port Side Exhaust	
CAB-C13-C14-AC	Power cord, C13 to C14 (recessed receptacle), 10A	
GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	
SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	
DCN-AI	Select if this product will be used for AI ML Applications	
C1A1TN9300XF-3Y	DCN Advantage Term N9300 XF, 3Y	
SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	
SW-AI	Select if this product will be used for AI ML Applications	
QSFP-100G-AOC10M	100GBASE QSFP Active Optical Cable, 10m	

MANDATORY REQUIREMENTS ON THE SERVICE LEVEL AGREEMENT(SLA) FOR MAINTENANCE OF THE TWO (2) HA SWITCHES FOR A PERIOD OF THREE (3) YEARS (MANDATORY)

Bidders **MUST** respond in writing against **each technical requirement** clearly showing technical compliance for each specification against their **brochure with references**. Marking compliant/non-compliant (✓) or (X) will be considered **INVALID** and **WILL NOT BE EVALUATED**.

No.	Item	Requirement	
1.	Maintenance and Support Term	The maintenance and support period is three (3) years.	
2.	Devices to be maintained and supported in the Primary Data Centre at KCAA Headquarters.	The two switches and all their sub-components.	
3.	Preventive Maintenance for equipment	<ul style="list-style-type: none"> a. Health checks b. Firmware and software upgrades as applicable c. Equipment/devices cleaning to remove dust and residue accumulation d. Testing of equipment and devices e. Review of logs and alerts for equipment where applicable f. Check for any safety hazards g. Inspection of equipment and removal of zombie devices and loose cabling h. Check any presence of corrosion, dust/residue accumulations, dripping water, unusual equipment noises etc i. Inspect overall cleanliness, temperature levels, ventilation obstructions and access hindrances j. Sign checklists for each device/item k. Failover and failbacks of servers based on a risk-based approach. l. The required preventive maintenance duration is at least one working day 	
4.	Corrective Maintenance	To be undertaken immediately a maintenance component fails. OEM to provide replacement parts. Where downtime is required, this shall be arranged with the KCAA systems administration team for approval prior to the required downtime.	
5.	Outage Severity Levels and Required Response Times	<ul style="list-style-type: none"> a. Severity One/Red: KCAA is unable to do their business as a result of complete or partial system failure. This has a major impact on the KCAA's business operations. <u>Response:</u> The vendor should respond within one (1) hour. A resolution or a workaround should be provided within two (2) hours. b. Severity Two/Orange: The problem has high visibility and impacts on the way KCAA does business. The service is disrupted but not halted. The system performance may be degraded, or functions limited. 	

No.	Item	Requirement	
		<p><u>Response:</u> The vendor should respond within three (3) hours. A resolution or a workaround should be provided within twelve (12) hours.</p> <p>c. Severity Three/Green: A single component or several components are affected with or without a work around. The problem may affect KCAA's efficiency but is limited in visibility and does not prevent work from being completed.</p> <p><u>Response:</u> The vendor should respond within twelve (12) hours. A resolution or a workaround should be provided within seventy-two (72) hours.</p>	
6.	Fault Logging Procedure and Reporting	<p>a. The vendor to provide a support service desk email and a telephone number manned 24/7 for logging faults and a fault should be allocated a reference number for ease of tracking.</p> <p>b. Response to faults logs shall be undertaken as per the response times based on severity levels.</p> <p>c. Once a red or orange level fault is resolved, a report should be provided entailing the following: -</p> <ul style="list-style-type: none"> i. The root cause analysis ii. The measures taken to resolve it iii. The measures taken to ensure it does not recur 	
7.	Escalations	<p>The vendor shall provide two escalation levels after a fault is reported and left unattended. Phone numbers and email addresses of the escalation levels shall be required. The levels are as follows: -</p> <p>a. Level 0 – Normal helpdesk reporting after a fault.</p> <p>b. Level 1 – Technical manager or service provision manager after the response times for resolution are not met.</p> <p>c. Level 2 – The CEO after the required response times are not met after escalating to level 2.</p>	
8.	Maintenance and Support Services	<p>a. Ensuring that the primary data centre network is available and stable.</p> <p>b. Consultation for guidance on complex procedures and processes in configuration and integration of the Solution.</p> <p>c. Assistance in configuration of the Solution in case of failure of any part of the System.</p> <p>d. Configuration of the Solution to optimize performance.</p> <p>e. Installation and Configuration of new hardware accessories.</p> <p>f. Bugs and Errors resolution.</p> <p>g. Receive, classify, log and track all reported issues and provide case updates until the issues is conclusively resolved.</p> <p>h. Provide urgent security alerts on the version deployed by the client.</p> <p>i. Troubleshooting and provide workarounds assistance where existing system cannot perform some of the tasks.</p> <p>j. Installation and configuration advice to KCAA ICT technical staff.</p> <p>k. Answering questions and providing a reasonable level of guidance to KCAA about the Solution.</p> <p>l. Provide trained Technical Support personnel to handle inquiries and problems.</p>	

No.	Item	Requirement	
		<ul style="list-style-type: none"> m. Provide documentation updates and major system releases information. n. Provide pro-active maintenance release announcements sent to customer directly. 	
9.	Infrastructure Upgrades	<p>Occasionally the Authority will make plans for replacement of the infrastructure. The vendor will be required to: -</p> <ul style="list-style-type: none"> a. Make recommendations for network infrastructure upgrades to KCAA. b. Undertaking infrastructure upgrades as may be requested by KCAA. 	
10.	SLA Costs	<p>All costs pertaining to the preventive maintenance shall be borne by the vendor. These include: -</p> <ul style="list-style-type: none"> a. Materials required for preventive maintenance e.g. refrigerant, filters, cleaning agents, paint etc. b. All equipment required for the SLA like blowers, drills, brushes etc. 	
11.	SLA Payments	<p>Payments pertaining to the 3-year SLA shall be paid semi-annually in arrears, invoicing and provision of SLA (maintenance and support) reports applicable for the payment period.</p>	
12.	Sample SLA	<p>The vendor shall provide a sample SLA that meets all the above provisions for adoption in the contract.</p>	

Pass/Fail (*All requirements are mandatory*)

LOT 1: SUPPLY AND DELIVERY OF TWO NETWORK ADMINISTRATOR (2) LAPTOPS

Increased workload and monitoring responsibilities in ICT department necessitate additional laptops to enhance coordination, reporting, and overall efficiency.

MANDATORY TECHNICAL REQUIREMENTS

All bidders must meet the following mandatory technical specifications to be considered as responsive in order to proceed to the next stage of evaluation. The bidder MUST provide detailed explanations of how they shall fully meet the required technical requirement. Bidders should **NOT** write complied or just tick (**✓**) against a requirement, a full detailed explanation is required.

No.	Item	Specifications Required	
1.	Product	Surface Laptops 6 15 Inch or equivalent	
2.	Quantity	Two (2)	
3.	Processor	Intel® Core™ Ultra 7 processor 165H NPU: Intel® AI Boost	
4.	Memory	64GB memory: Intel® Arc™ Graphics	
5.	Storage	2TB with Removable solid-state drive (Gen 4 SSD): 2TB	
6.	Display	a. Touchscreen: 15-inch PixelSense™ display b. Resolution: 2496 x 1664 (201 PPI) c. Aspect ratio: 3:2 d. Contrast ratio 1300:1 e. Color profile: sRGB and Enhanced	
7.	Battery Life	Up to 19 hours of typical device usage	
8.	Ports and charging	a. 2 x USB-C® with USB ®/Thunderbolt™ 4 ports with support for: b. Charging, Data transfer, DisplayPort 2.1 with support up to 1 x 8K monitor c. Supports fast charging with minimum 45W power supply via Surface Connect or USB-C2	
9.	Software	Windows 11 Pro with volume licensing	
10.	Exterior	a. Casing: Anodized Aluminum b. Color: Black	
11.	Power supply	a. Power Supply: 65W b. Universal Travel Adapter: Anker PowerExtend 30W 4-in-1 USB-C Travel Charger – A9212K11 – Black	
12.	Carrying case	a. Bopai intelligent laptop backpack or equivalent b. Intelligent increase design - this backpack has smooth zippers on the backside c. Invincible water bottle pocket d. Backpack's external USB charging port and built-in cable connected with your power bank inside which will charge your phone more easily. (Power bank included) e. Convenient structure - an invisible card pocket on the shoulder strap f. An invisible zip pocket on the back to place your Phone, keys and wallet conveniently g. Anti-explosion double zipper of the main compartment is anti-slashing and water-resistant, This would increase the security of the laptop h. Multipurpose - roomy backpack (12. 6”L 6. 3”W 17. 7”H) with laptop compartment (lined with soft flannel) protects 15. 6” laptop and iPad	

No.	Item	Specifications Required	
		i. Material - water-resistant microfiber leather and durable ballistic nylon materials with Handle: synthetic leather. Lining Material: Polyester	
13.	Mouse	Mouse: Logitech MX Master 3 Advanced Wireless Mouse	
14.	Accessories	Bluetooth earbuds: Apple AirPods Pro 2	
15.	Microsoft Adaptive Hub	Bluetooth® 5.1 USB 2.0 full speed (USB-C® receptacle) Rechargeable battery with Battery life indicator	
16.	Headset	Beats by Dr. Dre Wireless Headphones. Rechargeable battery lasts 12 hours while connected through Bluetooth	
17.	HDMI Adapters	An adapter for converting USB C port to HDMI and VGA	
18.	LAN Adapter	An adapter for using USB C to access Local Area Network	
19.	Warranty	1-year limited hardware warranty	
All Requirements are Mandatory			

LOT 2 - UPGRADE OF LOCAL AREA NETWORK (LAN) & STRUCTURED CABLING AT JKIA & WAJIR AIRPORT, MUA HILLS AND POROR RADAR STATIONS

Introduction.

The existing LAN infrastructure at these locations has become outdated and inadequate to handle the increasing number of users, devices and applications. Upgrading the LAN will improve Network throughput enhance security and reduce latency.

a) UPGRADE OF JKIA CONTROL TOWER LAN – LOT 2

JKIA MANDATORY REQUIREMENTS

Item No	Item Description	Specifications Required	
1.	PUL6X04WH-HEG	The TX6A™ Cat 6A U/UTP copper cable is constructed of 23 AWG copper conductors with HDPE insulation.	
2.	UTP28X3MOR	CAT 6A performance UTP patch chord T568B, CM/LSZH,28AWG solid cable 3 Meters	
3.	UTP28X1MOR	CAT 6A performance UTP patch chord T568B,CM/LSZH,28AWG solid cable 1 Meters	
4.	CJ6X88TGAW	The Mini-Com® Cat 6A UTP RJ45 TG Jack Module is designed to terminate 4-pair,	
5.	CFPUKS2SAWY	2 Port Sloped Face Plate - Bezel Kit, 86x86mm, UK, Arctic White (Mini Com Faceplate Frame With 1/2-Size Sloped Shuttered Insert, Accepts Two Mini Com Modules, Includes Label and Label Cover	
6.	CPA24BLY	Patch Panel, 48 Port, Angular Modular Flush Mount, shielded	
7.	TLBP1S-V	Air Sealing Accessory (Cabinets) - Tool-Less Blanking Panel, 1 RU, Square Hole	
8.	WMPFSE	Patch Link® Horizontal Cable Manager. Front Only Cover, ABS, 1RU, Black, 1pc, Black 1.7"H x 19.0"W x 3.7"D Horizontal Cable Manager	
9.		Multi Mode Fiber 4 Core	
10.		LC-LC MM Fiber Patch panel	
11.		fiber transceiver media converter	
12.	FCP3-RACK	Fiber Connect Drawer, fixed tray black,1rms	
13.	Local	2 Compartment Trunking Brilliant white 250MM x 50MM x2.44MM	
14.	Local	2 Compartment Trunking Brilliant white 100MM x 50MM x2.44MM	
15.	Local	Accessories i.e. Fischer plugs, metallic Knock outs, labels, steal tapes, Insulations tapes, Velcro tapes, floor trunking, conduits	
16.	Installation Cost	Laying new Cat 6A UTP cables from the new Rack to workstations, Termination, Fluke Testing, Labelling and Documentation. (LLD to be provided).	

b) UPGRADE OF MUA HILLS RADAR STATION LAN – LOT 2

MANDATORY TECHNICAL REQUIREMENTS.

Item	Code	Item Description	
1.	NFL6X04BU-FEG	Copper Cable, Cat 6A, 4-Pair, 24 AWG, F/UTP, LSZH-1 and -3, Dca-s2- d2-a1, Blue, Euro pallet, 1000ft/305m reel	
2.	NK6X88MIG	Category 6A Net-Key Punch-down Module, IG - Panduit NetKey OR Equivalent.	
3.	CBEWH-2GY	Faceplate Frame, Double Gang, Executive, White	
4.	SKPP24BL	Keystone shielded 24 port patch panel, 1 RU	
5.	WMPSE	Patch-Link™ Horizontal Single-Sided Manager, 1RU, 3.7 in. Depth (cable Manager)	
6.	STP6X1MIG	Female Disconnect, nylon fully insulated, 12 - 10 AWG, .250 x .032 tab size, funnel entry –Patch cords (1M) Panduit or Equivalent	
7.	STP6X3MIG	Copper Patch Cord, Cat 6A, Intl Gray S/FTP Cable, 3m	
8.		100 x 50 mm metal trunking	
9.		100 x 50 mm metal trunking-Single knockout	

c) UPGRADE OF POROR RADAR STATION LAN – LOT 2

MANDATORY TECHNICAL REQUIREMENTS

Item	Code	Item Description	
1	NFL6X04BU-FEG	Copper Cable, Cat 6A, 4-Pair, 24 AWG, F/UTP, LSZH-1 and -3, Dca-s2- d2-a1, Blue, Euro pallet, 1000ft/305m reel	
2	NK6X88MIG	Category 6A Net-Key Punch-down Module, IG - Panduit NetKey OR Equivalent.	
3	CBEWH-2GY	Faceplate Frame, Double Gang, Executive, White	
4	SKPP24BL	Keystone shielded 24 port patch panel, 1 RU	
5	WMPSE	Patch-Link™ Horizontal Single-Sided Manager, 1RU, 3.7 in. Depth (cable Manager)	
6	STP6X1MIG	Female Disconnect, nylon fully insulated, 12 - 10 AWG, .250 x .032 tab size, funnel entry – (1M) Panduit patch cords or Equivalent	
7	STP6X3MIG	Copper Patch Cord, Cat 6A, Intl Gray S/FTP Cable, 3m	
8		100 x 50 mm metal trunking	
9		100 x 50 mm metal trunking-Single knockout	

**d) UPGRADE OF WAJIR STATION LAN – LOT 2
MANDATORY TECHNICAL REQUIREMENTS**

Item	Code	Item Description	
1	NFL6X04BU-FEG	Copper Cable, Cat 6A, 4-Pair, 24 AWG, F/UTP, LSZH-1 and -3, Dca-s2- d2-a1, Blue, Euro pallet, 1000ft/305m reel	
2	NK6X88MIG	Category 6A Net-Key Punch-down Module, IG - Panduit NetKey OR Equivalent.	
3	CBEWH-2GY	Faceplate Frame, Double Gang, Executive, White	
4	SKPP24BL	Keystone shielded 24 port patch panel, 1 RU	
5	WMPSE	Patch-Link™ Horizontal Single-Sided Manager, 1RU, 3.7 in. Depth (cable Manager)	
6	STP6X1MIG	Female Disconnect, nylon fully insulated, 12 - 10 AWG, .250 x .032 tab size, funnel entry – (1M) Panduit patch cords or Equivalent	
7	STP6X3MIG	Copper Patch Cord, Cat 6A, Intl Gray S/FTP Cable, 3m	
	UPS	Rack mount 2 KVA Smart Tripp Lite UPS or Equivalent.	
8		100 x 50 mm metal trunking	
9		100 x 50 mm metal trunking-Single knockout	
Mandatory requirements - Pass/Fail			

LOT 3:**PROCUREMENT OF SERVICES FOR EXTENSION OF LAN TO THE CHAPEL, EXECUTIVE HOSTEL AND CHINA BLOCKS:****INTRODUCTION**

The East African School of Aviation (EASA) has experienced increased demand for network access across its facilities following the successful implementation of upgraded Data Centre and the Local Area Network (LAN) in the institution.

To meet the current and future connectivity needs, it is necessary to extend the LAN infrastructure to the Chapel and China Block. This will enhance ICT support for Academic Services and achieve higher throughput of the network devices to cater for increased enrolment, extend reliable Wi-Fi Coverage and hence translate to increased productivity.

TECHNICAL SPECIFICATIONS

NOTE: All the specifications are mandatory

Technical Specifications for extension of LAN Infrastructure to China block and the Chapel.

NO	Requirement	Technical specifications
1.	Cisco catalyst switch	Cisco 9300 POE Switch 48P
2.	Data points	Double data points
3.	Power sockets	Schneider power sockets or equivalent. Double power sockets
4.	Metallic Trucking	250x50 Ethernet cable metal trunking for the China block. Beige in colour
5.	Uplink – Chapel	Armoured 1000m single mode 8 core fiber cable
6.	Uplink – China	Armoured 500m single mode 8 core fiber cable.
7.	Civil works	Establishment of cable routes from the Data Centre to the chapel and China block.
8.	UTP Patch panel – 48 port	UTP patch panel
9.	Fibre patch panel	12 port Fibre patch panel – China and chapel.
10.	SFP	SFP Modules
11.	Factory terminated Panduit or Equivalent patch cords – 5m	For users
12.	Factory terminated Patch cords – 3m	For users
13.	Factory terminated Patch cords – 1m	For patching on the network cabinets.
14.	Network cabinet	22U network cabinet with inbuilt fan to be installed at China block.
15.	LAN UTP Cables	Panduit or Equivalent CAT6a cable
16.	Flex conduits 40mm	Hard quality.
17.	2.5mm power cables	Approximately two(2) single rolls each – live, neutral and ground.
18.	Power distribution board	PDB with circuit breaker – 45Amps.
19.	Patrice box	Single for the dual points and double for sockets.

NO	Requirement	Technical specifications	
20.	Networking and power accessories	Various	
21.	Cable managers	Cable managers	
22.	APC or Vertiv Rack mount 2 KVA Smart UPS or equivalent.	For network cabinet in China block	
23.	WIFI Access points – China block and chapel	Installation and configuration of six Ruckus R850 WiFi access points China block and Chapel – two each.	
24.	WIFI Access points - library	Installation and configuration of four Ruckus R850 WiFi access points in the EASA library network.	
25.	Extension cables	Tripp-Lite surge protected or equivalent.	
26.	HDMI cables	Kramer HDMI Cables 5 meters.	
27.	Certification training in CompTIA Security+	<p>CompTIA Security+ boot camp training for four (2) KCAA technical staff. This training should include the following:</p> <ol style="list-style-type: none"> 1. Instructor Led Training (Boot camp) from 0900 to 1700 hours until course completion. Period MUST be at least seven (7) days (8 night outs). 2. Participants will be registered to the applicable practitioner's body. 3. Training materials shall be provided i.e. stationery, course handouts and training kits and exam kits 4. Training to be undertaken out of Nairobi in a serene environment. 5. Bidder to cover all applicable costs of this training including but not limited to logistics, subsistence allowances, tuition, conferencing, examination and transport allowance. 	
Professional Services			
5.	Set up , Configuration, Testing and Commissioning		
6.	Documentation – Network documentation.		
7.	Miscellaneous costs		
8.	On site Knowledge Transfer		

LOT 4: CHECK POINT FIRE WALL TECHNICAL REQUIREMENTS:

PART B: TECHNICAL REQUIREMENT FOR CHECKPOINT FIREWALL AND SLA FOR HQ, EASA AND RDRS

The bidder should provide a comprehensive response on this part (B) of the technical requirements including details of the components of the Checkpoint Firewall Licenses and Vendor support. The duration of SLA is Three (3) years.

	YEAR 1 - CHECKPOINT FIREWALLS REFRESH		
	Product Name	SKU	Qty
1.	Check Point Services - 300 credits. Valid for 1 Year	CPTS-IGS-RET-300-1Y	1
2.	Check Point Services - 5 credits. Valid for 1 Year	CPTS-IGS-RET-5-1Y	4
3.	Endpoint Access Control package subscription for 1 year. Provides endpoint firewall and VPN remote access	CPEP-ACCESS-1Y	100
4.	Quantum Force 9800 Plus Appliance with 2 Virtual Systems and SandBlast subscription package for 1 year	CPAP-SG9800-PLUS-SNBT	2
5.	Network Interface Card (NIC) Cover for 9000/19200/29000 appliances.	CPAC-NIC-COVER-D-INSTALL	2
6.	Memory upgrade kit from 64GB to 128GB for 9700-9800 appliances	CPAC-RAM64GB-9700/9800-INSTALL	2
7.	3 Virtual Systems package	CPSB-VS-3	2
8.	SFP+ transceiver for 10G Fiber Ports- short range (10GBase-SR)- for 2500/9000/19000/29000 and Smart-1 700/7000 series appliances	CPAC-TR-10SR-D	12
9.	SFP transceiver for 1000 Base-T RJ45 (Copper)- for 9000/19000/29000 and Smart-1 700/7000 series appliances	CPAC-TR-1T-D	8
10.	Quantum Force 9400 Plus Appliance with 2 Virtual Systems and SandBlast subscription package for 1 year	CPAP-SG9400-PLUS-SNBT	2
11.	SFP+ transceiver for 10G Fiber Ports- short range (10GBase-SR)- for 2500/9000/19000/29000 and Smart-1 700/7000 series appliances	CPAC-TR-10SR-D	8
12.	Memory upgrade kit from 32GB to 64GB for 9100-9400 appliances	CPAC-RAM32GB-9100/9400-INSTALL	2
13.	Security Management Software for 10 gateways	CPSM-NGSM10-COMPLETE	1
14.	Enterprise SW Subscription and Premium Support	CPES-SS-PREMIUM	1
15.	Enterprise SW Subscription and Premium Support	CPES-SS-PREMIUM	1
16.	Enterprise Software Subscription and Premium Support additional product	CPES-SS-PREMIUM-ADD	1
17.	CCSA (5 days) and CCSE (5 days) Professional Training for 6 KCAA Staff	OEM Training Costs	1
18.	Operational training and knowledge transfer for 5 days for 6 KCAA Staff	Training Costs	1
19.	Implementation Services on 3 Sites – 2 in Nairobi and 1 in Mombasa	PS Services	LOT
20.	Year1 - Partner Local SLA - 24x7x365 on 3 Sites - 2 in Nairobi and 1 in Mombasa	SLA Services	1 year

YEAR 2 - CHECKPOINT RENEWAL			
	Product Name	SKU	Qty
1.	CPSB-SNBT-9800-PLUS-1Y	Next Generation Threat Prevention and Sandblast for additional 1 year for 9800 PLUS Appliance	2
2.	CPAC-NIC-COVER-D-INSTALL	CPES-SS-PREMIUM-ADD	2
3.	CPAC-TR-1T-D	CPES-SS-PREMIUM-ADD	8
4.	CPAC-TR-10SR-D	CPES-SS-PREMIUM-ADD	12
5.	CPSB-VS-3	CPES-SS-PREMIUM	2
6.	CPAC-RAM64GB-9700/9800-INSTALL	CPES-SS-PREMIUM-ADD	2
7.	CPAP-SG9800-PLUS-SNBT	CPES-SS-PREMIUM-ADD	2
8.	CPSB-SNBT-9400-PLUS-1Y	Next Generation Threat Prevention and Sandblast for additional 1 year for 9400 PLUS Appliance	2
9.	CPAC-TR-10SR-D	CPES-SS-PREMIUM-ADD	8
10.	CPAC-RAM32GB-9100/9400-INSTALL	CPES-SS-PREMIUM-ADD	2
11.	CPAP-SG9400-PLUS-SNBT	CPES-SS-PREMIUM-ADD	2
12.	CPSM-NGSM-CMPT-10GW-1Y	Management Complete package for managing 10 gateways, subscription for 1 year	1
13.	CPSM-NGSM10-COMPLETE	CPES-SS-PREMIUM	1
14.	CPEP-ACCESS-1Y	Endpoint Access Control package subscription for 1 year. Provides endpoint firewall and VPN remote acces	100
15.	Year2 - Partner Local SLA - 24x7x365 on 3 Sites - 2 in Nairobi and 1 in Mombasa	SLA Services	1 Year

YEAR 3 - CHECKPOINT RENEWAL			
	Product Name	SKU	Qty
1.	CPSB-SNBT-9800-PLUS-1Y	Next Generation Threat Prevention and Sandblast for additional 1 year for 9800 PLUS Appliance	2
2.	CPAC-NIC-COVER-D-INSTALL	CPES-SS-PREMIUM-ADD	2
3.	CPAC-TR-1T-D	CPES-SS-PREMIUM-ADD	8
4.	CPAC-TR-10SR-D	CPES-SS-PREMIUM-ADD	12
5.	CPSB-VS-3	CPES-SS-PREMIUM	2
6.	CPAC-RAM64GB-9700/9800-INSTALL	CPES-SS-PREMIUM-ADD	2
7.	CPAP-SG9800-PLUS-SNBT	CPES-SS-PREMIUM-ADD	2
8.	CPSB-SNBT-9400-PLUS-1Y	Next Generation Threat Prevention and Sandblast for additional 1 year for 9400 PLUS Appliance	2
9.	CPAC-TR-10SR-D	CPES-SS-PREMIUM-ADD	8
10.	CPAC-RAM32GB-9100/9400-INSTALL	CPES-SS-PREMIUM-ADD	2
11.	CPAP-SG9400-PLUS-SNBT	CPES-SS-PREMIUM-ADD	2
12.	CPSM-NGSM-CMPT-10GW-1Y	Management Complete package for managing 10 gateways, subscription for 1 year	1
13.	CPSM-NGSM10-COMPLETE	CPES-SS-PREMIUM	1
14.	CPEP-ACCESS-1Y	Endpoint Access Control package subscription for 1 year. Provides endpoint firewall and VPN remote acces	100
15.	Year3 - Partner Local SLA - 24x7x365 on 3 Sites - 2 in Nairobi and 1 in Mombasa	SLA Services	1 Year

Project Management, Quality Assurance and Other Services

Project Management		
No.	Item(s)	Requirement
1.	Assurance Letter	Letter to be provided confirming that the bidder shall implement the project within four (4) months
2.	Project Management	<p>Bidder must provide a project implementation strategy with the following components: -</p> <ul style="list-style-type: none"> a. Project implementation plan b. Project team c. Quality assurance methodology d. Project commissioning
3.	Technical Training – Checkpoint Security Administrator/Expert	<p>This training should include the following: -</p> <ul style="list-style-type: none"> a. Six (6) KCAA staff. b. Ten (10) days Instructor Led CCSA and CCSE Training (Boot camp) from 0900 to 1700 hours until course completion. c. Delegates will be registered to the applicable practitioner's body. d. Training materials shall be provided i.e. stationery, course handouts and training kits and exam kits. e. Training to be undertaken at a Checkpoint OEM accredited site with the requisite hardware kits, labs and simulators required for this training. f. Bidder to cover all applicable costs of this training including but not limited to logistics, subsistence allowances, tuition, conferencing, examination etc.
4.	Operational Testing	<p>The bidder shall facilitate an operational testing session on each site that will involve:</p> <ul style="list-style-type: none"> a. Providing a testing plan and a criteria/checklist for verification by KCAA staff b. The testing based on this criteria/checklist will be conducted during this session.
5.	Operational Training and Knowledge transfer	<p>An operational knowledge transfer for Check Point firewall would comprise of:</p> <ol style="list-style-type: none"> 1. Core Concepts & Architecture: A deep dive into Check Point's security architecture, including the Security Gateway, Security Management Server, and SmartConsole. 2. Policy Management: Hands-on training on creating, modifying, and optimizing security rules, NAT policies, and VPN configurations. 3. Logging and Monitoring: Instruction on using SmartConsole's logging features to analyze traffic, troubleshoot issues, and generate security reports. 4. Troubleshooting: Practical sessions on diagnosing common connectivity and policy-related problems using built-in tools like fw monitor and cpstat. 5. Best Practices: A review of security best practices for policy design, software updates, and system maintenance to ensure optimal performance and security <p>The bidder shall facilitate knowledge transfer training for Six (6) staff for five (5) working days to be conducted in a serene environment out of Nairobi.</p> <p>The requirements are as follows: -</p> <ul style="list-style-type: none"> a. The exercise shall take a period of five (5) days.

Project Management		
No.	Item(s)	Requirement
		<p>b. The bidder shall propose a detailed schedule for the five (5) working days including testing and training.</p> <p>c. All the applicable costs for this activity shall be borne by the vendor. This shall include subsistence allowance, conference facilities, mileage claim and other applicable costs.</p>
6.	Go-LIVE and Commissioning	<p>The bidder should describe how they shall meet the requirements for go-live and commissioning. The requirements are as follows: -</p> <p>a. The exercise shall take a period of two (2) working days on each site immediately after operational testing and knowledge transfer.</p> <p>b. The exercise shall take place at HQ, RDRS and EASA sites</p> <p>c. All the applicable costs for this activity shall be borne by the vendor. This shall include subsistence allowance, mileage claim and other applicable costs</p>
		Pass/Fail (All requirements are mandatory)

SLA for a Period of Three (3) Years

All Vendors **MUST** respond in writing against **each technical requirement** clearly showing technical compliance for each specification against their **brochure with references**. Marking compliant/non-compliant (✓) or (X) will be considered **INVALID** and **WILL NOT BE EVALUATED**.

No.	Item	Requirement
1.	Maintenance and Support Term	The maintenance and support period is three (3) years.
2.	Active devices to be maintained and supported	The HQ, EASA and RDRS devices are listed below: - a. Checkpoint Hardware Appliances b. Checkpoint Management Server
3.	Preventive Maintenance	a. Health checks for all devices/equipment b. Firmware and software upgrades as applicable c. Equipment/devices cleaning to remove dust and residue accumulation d. Testing of equipment and devices e. Review of logs and alerts for equipment where applicable f. Check for any safety hazards g. Inspection of equipment and removal of zombie devices and loose cabling h. Sign checklists for each device/item i. Failover and failbacks of the firewall based on a risk-based approach. j. The required preventive maintenance duration is one day
4.	Corrective Maintenance	To be undertaken immediately a maintenance component fails. Where an item requires a replacement, KCAA shall procure the maintenance components. Where downtime is required, this shall be arranged with the KCAA systems administration team for approval prior to the required downtime.

5.	Outage Severity Levels and Required Response Times	<p>d. Severity One/Red: KCAA is unable to do their business as a result of complete or partial system failure. This has a major impact on the KCAA's business operations. <u>Response:</u> The vendor should respond within one (1) hour. A resolution or a workaround should be provided within two (2) hours.</p> <p>e. Severity Two/Orange: The problem has high visibility and impacts on the way KCAA does business. Internet service is disrupted but not halted. The system performance may be degraded, or functions limited. <u>Response:</u> The vendor should respond within three (3) hours. A resolution or a workaround should be provided within twelve (12) hours.</p> <p>f. Severity Three/Green: A single component or several components are affected with or without a work around. The problem may affect KCAA's efficiency but is limited in visibility and does not prevent work from being completed. <u>Response:</u> The vendor should respond within twelve (12) hours. A resolution or a workaround should be provided within seventy two (72) hours.</p>
6.	Fault Logging Procedure and Reporting	<p>a. The vendor to provide a support service desk email and a telephone number manned 24/7 for logging faults and a fault should be allocated a reference number for ease of tracking.</p> <p>b. Response to faults logs shall be undertaken as per the response times based on severity levels.</p> <p>c. Once a red or orange level fault is resolved, a report should be provided entailing the following:</p> <ul style="list-style-type: none"> - iv. The root cause analysis v. The measures taken to resolve it vi. The measures taken to ensure it does not recur
7.	Escalations	<p>The vendor shall provide two escalation levels after a fault is reported and left unattended. Phone numbers and email addresses of the escalation levels shall be required. The levels are as follows: -</p> <p>a. Level 0 – Normal helpdesk reporting after a fault.</p> <p>b. Level 1 – Technical manager or service provision manager after the response times for resolution are not met.</p> <p>c. Level 2 – The CEO after the required response times are not met after escalating to level 2.</p>
8.	Maintenance and Support Services	<p>a. Ensuring that the Firewall and Security Management Server are in good working condition.</p> <p>b. Maintenance and support should include system overview and hardware status of Hosts and DNS, Memory and CPU status, CPUSE / Hotfix Status</p>

		<ul style="list-style-type: none"> c. Consultation for guidance on complex security procedures and processes in configuration and integration of the Solution. d. Assistance in the configuration of the Solution in case of failure of any part of the System. e. Configuration of the Solution to optimize performance. f. Support and assistance on matters concerning Checkpoint security upgrades and g. Bugs and Errors resolution as far as the Checkpoint security is concerned. h. Receive, classify, log and track all reported issues and provide case updates until the issues is conclusively resolved. i. Provide urgent security alerts on the version deployed by the client. j. Troubleshooting and providing workarounds assistance where the existing system cannot perform some of the tasks. k. Installation and configuration advice to KCAA ICT Security/technical staff. l. Answering questions and providing a reasonable level of guidance to KCAA about Checkpoint security. m. Provide trained Technical Support personnel to handle inquiries and problems. n. Provide documentation updates and major system release information. o. Provide pro-active maintenance release announcements sent to customers directly. p. Participate in failover and fallback tests for the KCAA remote disaster recovery site. q. Participating in ICT infrastructure projects /changes that may impact or may be impacted by the Check Point firewall services
9.	SLA Costs	<p>All costs pertaining to the preventive maintenance shall be borne by the vendor. These include: -</p> <ul style="list-style-type: none"> a. Materials required for preventive maintenance. b. All equipment required for the SLA like blowers, drills, brushes et al. c. Costs of facilitation and transportation of vendor's staff and equipment to HQ, EASA and remote disaster recovery site in Mombasa. d. Any site access related costs charged by KAA or any other Government Agency.
10.	SLA Payments	Payments pertaining to the three (3) year SLA shall be paid bi-annually in arrears, invoicing and provision of SLA (maintenance and support) reports applicable for the payment period.
11.	Sample SLA	The vendor shall provide a sample SLA that meets all the above provisions for adoption in the contract.

LOT 5: PABX SYSTEM TECHNICAL REQUIREMENTS FOR EASA AND WILSON AIRPORT:

Line Number	Part Number	Description	Service Duration (Months)	Qty	
Cisco CUCM Licenses					
1.	A-FLEX-3	Collaboration Flex Plan 3.0	36	1	
2.	SVS-FLEX-SUPT-BAS	Cisco Support Standard	36	120	
3.	A-FLEX-NUPL-E	NU On-Premises Calling Enhanced	-	120	
4.	A-FLEX-EXPWY-E	Enable Expressway-E Feature Set	-	2	
5.	A-FLEX-EXPWY-SER	Enable Expressway Series Feature Set (1)	-	2	
6.	A-FLEX-SRST-E	SRST Endpoints (1)	-	120	
7.	A-FLEX-P-ENH	Enhanced Smart License (1)	-	120	
8.	A-FLEX-P-ER	Emergency Responder Smart License (1)	-	120	
9.	A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	-	1	
10.	A-FLEX-EXP-KEY	Expressway Release Key (1)	-	2	
11.	A-FLEX-SPCHCON	SpeechConnect Smart License (1)	-	2	
12.	A-FLEX-FILESTG-ENT	File Storage Entitlement	-	2400	
13.	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	-	120	
14.	A-FLEX-MSG-NU-ENT	Messaging Named User Entitlement (1)	-	120	
15.	A-FLEX-SW-15-K9	On-Premises SW Bundle v15	-	1	
16.	A-FLEX-CUAC-A	Unified Attendant Console Advanced	-	2	
Cisco UCS Collaboration Server					
1.	BE6K-M7-K9	Cisco Business Edition 6000 (M7) Appliance, Export Restr SW	-	1	
2.	CON-SNT-BE6KM7K9	SNTC-8X5XNBD Cisco Business Edition 6000 (M7) Appliance	36	1	
3.	CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	-	2	
4.	GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	-	2	
5.	VIRT-LIC-NONE	Virtualization SW+Lic required but NOT included	-	1	
6.	BE6K-CPU-M7	Intel I4510T 2.0GHz/115W 12C/30MB DDR5 4400MT/s	-	1	
7.	BECE-RAM-M7	16GB DDR5-5600 RDIMM 1Rx8 (16Gb)	-	4	
8.	BE6CE-RAIDCTRLR-M7	24G Tri-Mode M1 RAID Controller w/4GB FBWC 16Drv	-	1	
9.	BECE-DISK-M7	600GB 12G SAS 10K RPM SFF HDD	-	6	

Line Number	Part Number	Description	Service Duration (Months)	Qty	
10.	BECE-OCPNIC-M7	Intel X710T2LOCPV3G1L 2x10GbE RJ45 OCP3.0 NIC	-	1	
11.	BECE-MLOMNICKIT-M7	C2XX OCP 3.0 Interposer W/Mech Assy	-	1	
12.	BE6CE-PCIERISR1-M7	UCS C-Series M7 1U Riser 1A PCIe Gen4 x16 HH	-	1	
13.	BECE-PCIENIC-M7	Intel X710 quad-port 10G SFP+ NIC	-	1	
14.	BECE-PSU-M7	1200w AC Titanium Power Supply for C-series Rack Servers	-	2	
15.	BECE-TPM-M7	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	-	1	
Cisco Desk phones Entry Level					
1.	DP-9841-K9=	Cisco Desk Phone 9841, Carbon Black	-	120	
2.	CON-SNT-DP9841K9	SNTC-8X5XNBD Cisco Desk Phone 9841, Carbon Black	36	120	
Cisco Deskphones - Operator Level					
1.	DP-9851-K9=	Cisco Desk Phone 9851, Carbon Black	-	17	
2.	CON-SNT-DP9851K9	SNTC-8X5XNBD Cisco Desk Phone 9851, Carbon Black	36	17	
3.	DP-9800-KEM=	Cisco Desk Phone 9800 Key Expansion Module, Carbon Black	-	17	
4.	CON-SNT-DP9KE8MA	SNTC-8X5XNBD Cisco Desk Phone 9800 Key Expansion Modu	36	17	
Cisco Deskphones - Executive & PA					
1.	DP-9861-K9=	Cisco Desk Phone 9861, Carbon Black	-	15	
2.	CON-SNT-DP9861K9	SNTC-8X5XNBD Cisco Desk Phone 9861, Carbon Black	36	15	
Call Accounting System					
1.	Phonex-Lic	PhonEX ONE system license for up to 575 Extensions Main Reporting Tool (includes 1 data source license)	-	1	
2.	PHO-B	Add-on Budget module for credit limit automatic call barring*	-	1	
3.	PHO-T	Traffic module for concurrent peak and average calls	-	1	
4.	PHO-MAINT- 3Y	3-year maintenance and help desk support for up to 575 Ext.	36	1	
5.	PhonEXREMOTEINSTL	OEM Professional services: Remote installation and training	-	1	
Vmware Licenses					
1.	VCF-VSP-STD-8	VMware vSphere Standard 8 - 16 Cores (co-term on contract 52739751)	36	1	
Operator Headsets					

Line Number	Part Number	Description	Service Duration (Months)	Qty	
1.	Headsets	Plantronics headsets	-	17	
	Cisco Catalyst 8300 router				
1.	C8300-2N2S-4T2X	Cisco Catalyst C8300-2N2S-4T2X Router	-	1	
2.	CON-SNT-C8302TNX	SNTC-8X5XNBD Cisco Catalyst C8300	36	1	
3.	MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	-	1	
4.	M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	-	1	
5.	C-RFID-2R	RFID - 2RU for Cisco 8200/8300 Series	-	1	
6.	C8300-RM-19-2R	Cisco Catalyst 8300 Rack mount kit - 19" 2R	-	1	
7.	C8300-NIM-BLANK	NIM Blank for Cisco 8300 Series	-	2	
8.	C8300-SM-BLANK	SM Blank for Cisco 8300 Series	-	2	
9.	C8300-PIM-BLANK	PIM Blank for Cisco 8300 Series	-	1	
10.	C8300-FAN-2R	Cisco Catalyst 8300 Edge Fan Tray, 2RU	-	1	
11.	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	-	1	
12.	C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	-	2	
13.	TE-R-SW	TE agent for IOSXE on Enterprise Routing	-	1	
14.	DNA-C8300-SW	Cisco DNA subscription for C8300 series	-	1	
15.	DNA-P-T1-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 250M (Aggr, 500M)	36	1	
16.	DSTACK-T1-A	Cisco DNA Advantage Stack - upto 250M (Aggr, 500M)	-	1	
17.	NWSTACK-T1-A	Cisco Network Advantage Stack - upto 250M (Aggr, 500M)	-	1	
18.	TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded	-	1	
19.	SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage	-	1	
20.	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	-	1	
21.	C83-2N2S-4T2X-PF	C8300-2N2S-4T2X Platform Selection for DNA Subscription	-	1	
22.	IOSXE-AUTO-MODE-PF	IOS XE Autonomous or SD- Routing mode for Unified image	-	1	
23.	SVS-PDNA-ADV	Cisco Support Standard for SW - Tiered DNA Advantage OnPrem	-	1	

Line Number	Part Number	Description	Service Duration (Months)	Qty	
24.	C8000-HSEC	U.S. Export Restriction Compliance license for C8000 series	-	1	
25.	SC8KBEUK9-179	UNIVERSAL	-	1	
26.	IOSXE-AUTO-MODE	IOS XE Autonomous or SD- Routing mode for Unified image	-	1	
27.	PWR-CC1-650WAC	Cisco C8300 2RU AC Power supply	-	2	
28.	CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	-	2	
Services					
1.	Technical Training	5 day Offsite training for 5 Technical staff at out of Nairobi in a serene environment	-	1	
2.	User Training	User training on use of the new system. This will be done both virtually and on site.		1	
3.	Certification Training	Implementing Cisco Advanced Call Control and Mobility Services in an Internationally Recognized Training Center E.g. Torque IT for 5 KCAA Staff.		1	
4.	Implementation	Partner Implementation - One-off	-	1	
5.	SLA support - 3yrs	Partner Skill SLA support - 3yrs The PM to be done 3 Three times in a Year. Total Cost for Three years with unlimited support calls both onsite and online.	-	1	

DETAILS OF SLA FOR A PERIOD OF THREE (3) YEARS FOR THE PABX SYSTEM

Bidders **MUST** respond in writing against **each mandatory SLA technical requirement** clearly showing technical compliance for each specification. Marking compliant/non-compliant (✓) or (X) will be considered **INVALID** and **WILL NOT BE EVALUATED FURTHER**

No.	Item	Requirement
1.	Maintenance and Support Term	The maintenance and support period is three (3) years.
2.	Active devices to be maintained and supported	<p>The active devices and all their sub-components including but not limited to: -</p> <ul style="list-style-type: none"> a. PABX server b. Router c. Related peripherals
3.	Preventive Maintenance	<ul style="list-style-type: none"> a. Health checks for all active and passive devices/equipment b. Firmware and software upgrades as applicable c. Equipment/devices cleaning to remove dust and residue accumulation d. Testing of equipment and devices e. Review of logs and alerts for equipment where applicable f. Check for any safety hazards g. Inspection of equipment and removal of zombie devices and loose cabling h. Check any presence of corrosion, dust/residue accumulations, dripping water, unusual equipment noises etc i. Inspect overall cleanliness, temperature levels, ventilation obstructions and access hindrances j. Sign checklists for each device/item
4.	Corrective Maintenance	To be undertaken immediately a maintenance component fails. Where downtime is required, this shall be arranged with the KCAA systems administration team for approval.
5.	Outage Severity Levels and Required Response Times	<p>a. Severity One/Red: KCAA is unable to do their business because of complete or partial system failure. This has a major impact on the KCAA's business operations.</p> <p><u>Response:</u> The vendor should respond within one (1) hour. A resolution or a workaround should be provided within two (2) hours.</p> <p>b. Severity Two/Orange: The problem has high visibility and impacts on the way KCAA does business. The Unified Communication System is disrupted but not halted. The system performance may be degraded, or functions limited.</p> <p><u>Response:</u> The vendor should respond within three (3) hours. A resolution or a workaround should be provided within twelve (12) hours.</p>

No.	Item	Requirement
		<p>c. Severity Three/Green: A single component or several components are affected with or without a work around. The problem may affect KCAA's efficiency but is limited in visibility and does not prevent work from being completed.</p> <p><u>Response:</u> The vendor should respond within twelve (12) hours. A resolution or a workaround should be provided within seventy-two (72) hours.</p>
6.	Fault Logging Procedure and Reporting	<p>a. The vendor to provide a support service desk email and a telephone number manned 24/7 for logging faults and a fault should be allocated a reference number for ease of tracking.</p> <p>b. Response to faults logs shall be undertaken as per the response times based on severity levels.</p> <p>c. Once a red or orange level fault is resolved, a report should be provided entailing the following: -</p> <ul style="list-style-type: none"> i. The root cause analysis ii. The measures taken to resolve it iii. The measures taken to ensure it does not recur
7.	Escalations	<p>The vendor shall provide at least two escalation levels after a fault is reported and left unattended. Phone numbers and email addresses of the escalation levels shall be required. The levels are as follows: -</p> <ul style="list-style-type: none"> a. Level 0 – Normal helpdesk reporting after a fault. b. Level 1 – Technical manager or service provision manager after the response times for resolution are not met. c. Level 2 – The CEO after the required response times are not met after escalating to level 2.
8.	Maintenance and Support Services	<ul style="list-style-type: none"> a. Ensuring a stable and secure unified communication system at all times. b. Maintenance and support should include unified communication equipment and software. c. Assistance in configuration in case of failure of any part of the system/devices. d. Installation and Configuration of new hardware accessories when KCAA acquires them. e. Support and assistance on matters concerning security upgrades and any Service Pack installations. f. Receive, classify, log and track all reported issues and provide case updates until the issues is conclusively resolved. g. Provide urgent security alerts on the version deployed by the client. h. Troubleshooting and provide workarounds assistance where existing system cannot perform some of the tasks.

No.	Item	Requirement
		<ul style="list-style-type: none"> i. Installation and configuration advice to KCAA ICT technical staff. j. Provide trained Technical Support personnel to handle inquiries and problems. k. Provide pro-active maintenance release announcements sent to customers directly. l. Participate in failover and fallback tests for the KCAA remote disaster recovery site.
9.	Infrastructure Upgrades	<p>Occasionally the Authority will make plans for replacement of the infrastructure. The vendor will be required to: -</p> <ul style="list-style-type: none"> a. Make recommendations for infrastructure upgrades to KCAA. b. Undertaking infrastructure upgrades as requested by KCAA.
10.	SLA Costs	<p>All costs pertaining to the preventive maintenance shall be borne by the vendor. These include: -</p> <ul style="list-style-type: none"> a. Materials required for preventive maintenance e.g. cleaning agents etc. b. All equipment required for the SLA like blowers, drills, brushes et al. c. Costs of facilitation and transportation of vendor's staff and equipment to the site. d. Any site access related costs charged by KAA or any other Government Agency.
11.	SLA Payments	Payments pertaining the three-year SLA shall be paid annually in arrears, invoicing and provision of SLA (maintenance and support) reports applicable for the payment period.
12.	Sample SLA	The vendor shall provide a sample SLA that meets all the above provisions for adoption in the contract.

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

A. General

Provisions Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause8.2 hereunder.
- b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- g) “Procuring Entity” means the Procuring Entity or party who employs the Service Provider
- h) “Foreign Currency” means any currency other than the currency of Kenya;
- i) “GCC” means these General Conditions of Contract;
- j) “Government ”means the Government of Kenya;
- k) “Local Currency ”means Kenya shilling;
- l) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;
- m) “Party” means the Procuring Entity or the Service Provider, as the case maybe, and “Parties” means both of them;
- n) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- o) “Service Provider” is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- p) “Service Provider's Tender” means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- r) “Specifications” means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity
- s) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.
- t) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses3.5and4;
- u) “Public Procurement Regulatory Authority (PPRA)” shall mean the Government Agency responsible for oversight of public procurement.
- v) “Project Manager” shall the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.“Notice of Dissatisfaction” means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as a specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its sub contract or sand sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, interalia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2 Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as maybe **stated in the SCC**.

2.2 Commencement of Services

1.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Procuring Entity for approval a Program showing the general methods, arrangements order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) The proposed change(s), and a description of the difference to the existing contract requirements;
- b) A full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) A description of any effect(s) of the change on performance/functionality.

The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or
- c) improves the quality, efficiency, safety or sustainability of the services; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty(30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs(a)through (d) of this Sub-Clause 2.6.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) if the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and

(b) of this Sub-Clause 2.6.2:

- a) If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment up on Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3 Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contractor to the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this

Contractor to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive duty or on any type of leave, to perform any activity under this Contract;
- c) After the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 The Service Provider

(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- c) changing the Program of activities; and
- d) Any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

4 Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix Care hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

- a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.
- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5 Obligations of the Procuring Entity

5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2(a) or (b), as the case may be.

5.3 Services and Facilities

The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6 Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub- Clauses 2.4 and 6.3.

6.2 Contract Price

- a) The price payable is **set forth in the SCC**.
- b) Price may be payable in foreign currency, if so allowed in this document.

6.3 Payment for Additional Services, and Performance Incentive Compensation

- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation asset out in the Performance Incentive Compensation appendix.

6.3.3 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.

6.5 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in **the SCC**.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment fact or to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c Lmc / Loc + C_c Imc / Ioc$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “ c ”.

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the non-adjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “ c ”; and

Lmc is the index prevailing at the first day of the month of the corresponding invoiced date and Loc is the index prevailing 28 days before Tender opening for labor; both in the specific currency “ c ”.

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “ c ”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo is the number of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account to fall changes in cost due to fluctuations in costs.

6.7 Day works

6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

7 Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring Entity shall be as **indicated in the SCC**. The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

Correction of Defects, and Lack of Performance Penalty

- a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8 Settlement of Disputes

8.1 Contractor's Claims

8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

8.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clauses shall apply.

8.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all relevant to such event or circumstance.

8.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and /or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

8.1.5.1 This fully detailed claim shall be considered as interim;

- a) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and

- b) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

8.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

8.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

8.1.9 If the Project Manager does not respond within the time framed fixed in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].

8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contract or fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub- Clause.

8.2 Matters that may be referred to arbitration

8.2.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- e) Any dispute arising in respect of war risks or war damage.
- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

8.3 Amicable Settlement

8.3.1 Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

8.4 Arbitration

8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.4.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.4.5 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.5 Arbitration with proceedings

8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- a) Law Society of Kenya or
- b) Chartered Institute of Arbitrators (Kenya Branch)

8.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

8.5.3 The arbitration maybe on the construction of this Contractor on any matter or thing of what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to been titled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

8.5.4 Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

8.5.5 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

8.5.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

8.5.8 The award of such Arbitrator shall be final and binding upon the parties.

8.6 Failure to Comply with Arbitrator's Decision

8.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

9.1 The Adjudicator

9.1.1 Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**, together with reimbursable expenses of the type's **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

B. SPECIAL CONDITIONS OF CONTRACT

SECTION IX - SPECIAL CONDITIONS OF CONTRACT (*TO BE COMPLETED WITH THE WINNING BIDDER DURING CONTRACTING*)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is _____
1.1(w)	Project Manager is _____
1.1(e)	The contract name is _____
1.1(h)	The Procuring Entity is _____
1.1(m)	The Member in Charge is _____
1.1(p)	The Service Provider is _____
1.4	The addresses are: _____ Procuring Entity: _____ Attention: _____ Telex: _____ Service Provider: _____ Attention: _____ Email address _____
1.6	The Authorized Representatives are: For the Procuring Entity: _____ For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is _____.
2.4.1	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be ____% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
3.2.3	Activities prohibited after termination of this Contract are: _____ _____
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle _____ (ii) Third Party liability _____ (iii) Procuring Entity's liability and workers' compensation _____ (iv) Professional liability _____ (v) Loss or damage to equipment and property _____
3.5(d)	The other actions are _____.]
3.7	Restrictions on the use of documents prepared by the Service Provider are: _____

3.8.1	<p>The liquidated damages rate is _____ per day The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.</p>
3.8.3	<p>The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.</p>
5.1	<p>The assistance and exemptions provided to the Service Provider are: _____</p>
6.2(a)	<p>The amount in Kenya Shillings _____.</p>
6.3.2	<p>The performance incentive paid to the Service Provider shall be: _____</p>
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. • Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators: _____ (indicate milestone and/or percentage) _____ (indicate milestone and/or percentage) and _____ (indicate milestone and/or percentage) <p>Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> • The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	<p>Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment.</p> <p>The interest rate is _____.</p>
6.6.1	<p>Price adjustment is _____ in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____:</p> <p>(a) For local currency:</p> <p style="margin-left: 20px;">A_L is _____</p> <p style="margin-left: 20px;">B_L is _____</p> <p style="margin-left: 20px;">C_L is _____</p> <p style="margin-left: 20px;">L_{mc} and L_{oc} are the index for Labor from _____</p> <p style="margin-left: 20px;">I_{mc} and I_{oc} are the index for _____ from _____</p> <p>(b) For foreign currency</p> <p style="margin-left: 20px;">A_F is _____</p> <p style="margin-left: 20px;">B_F is _____</p> <p style="margin-left: 20px;">C_F is _____</p> <p style="margin-left: 20px;">L_{mc} and L_{oc} are the index for Labor from _____</p> <p style="margin-left: 20px;">I_{mc} and I_{oc} are the index for _____ from _____</p>

7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: _____ The Defects Liability Period is _____.
9.1	The designated Appointing Authority for a new Adjudicator is_____
9.2	The Adjudicator is _____. Who will be paid a rate of _____ per hour of work. The following reimbursable expenses are recognized: _____

C. APPENDICES

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

Appendix C - Breakdown of Contract Price

List here the elements of cost used to arrive at the breakdown of the lump-sum price:

1. *Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix D - Services and Facilities Provided by the Procuring Entity

D. FORMS

SECTION X -CONTRACT FORMS

FORM NO. 1 - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

Guarantor:..... *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of _____(), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the....Day of....., 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee." _____

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

SITE VISIT FORM

(TO BE RETURNED DULY SIGNED AND STAMPED WITH TENDER DOCUMENT)

**SUPPLY, DELIVERY, CONFIGURATION, TESTING AND COMMISSIONING OF LOCAL AREA
NETWORK (LAN), MAINTENANCE SERVICES AND RELATED HARDWARE.**

TENDER NO: KCAA/019/2025-2026.

THIS IS TO CONFIRM THAT ----- (COMPANY NAME) HAS MADE
A SITE VISIT TO THE KENYA CIVIL AVIATION AUTHORITY ON **FRIDAY, 20TH**
FEBRUARY, 2026 AT 1000 HOURS.

COMPANY REPRESENTATIVE

NAME -----DESIGNATION-----

SIGNED ----- DATE -----

OFFICIAL STAMP

KCAA REPRESENTATIVE

NAME -----DESIGNATION-----

SIGNED ----- DATE ----- OFFICIAL

STAMP